

Panaji, 3rd October, 2019 (Asvina 11, 1941)

SERIES II No. 27

OFFICIAL GAZETTE



GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 26 dated 26-09-2019 namely, Extraordinary dated 26-09-2019 from pages 437 to 438 regarding Notifications from Department of Finance.

GOVERNMENT OF GOA

Department of Education, Art & Culture

Directorate of Education

Order

No. DE/RTI/2018/745

- Read: 1) Order No. DE/Right to Inf/2005/1826 dated 18-08-2005.
 2) Corrigendum No. DE/Right to Inf/2006 dated 05-07-2006.
 3) Addendum No. DE/RTI/2005/892 dated 10-04-2007.
 4) Addendum No. DE/RTI/2005/143 dated 13-03-2013.
 5) Order No. 7-31-98-Adm.I/(Part file)/1571 dated 16-09-2013.
 6) Order No. 1-98-Adm.I/(Part file)/359 dated 18-06-2015.
 7) Order No. DE/RTI/2018/1127 dated 31-10-2018.
 8) Addendum No. DE/RTI/1195 dated 15-11-2018.
 9) Order No. DE/RTI/2018-19/1761 dated 27-03-2019.

In the above referred Order at Sr. No. 9, the following officers mentioned in column No. 3 & 4 who are appointed as State Public Information Officer and Asstt. State Public Information Officer and those mentioned in column No. 5 will be First Appellate Authority for their respective jurisdiction shown in column No. 2 of Sr. No. 1 to Sr. No. 5, until the post of Office Superintendant and Head Clerks posts are filled.

Sr. No.	Area of Jurisdiction	SPIO's	Asstt. SPIO	First Appellate Authorities
1	2	3	4	5
1.	Adm. I	Smt. Victoria Lobo, Head Clerk	Shri Joao Fernandes, UDC	Director (Administration).
2.	Adm. I/B	Smt. Sunita Walke, Head Clerk	Shri Surendra Khalap, LDC	Director (Administration).
3.	Adm. II	Smt. Victoria Lobo, Head Clerk	Smt. Savitri Kamat, UDC	Director (Administration).
4.	Adm. III	Smt. Seema Palyekar, ADEI	Shri Shivram Prabhu, LDC	Director (Administration).
5.	Ex-Officio	Smt. Sunita Walke, Head Clerk	Smt. Sujata Gaude, Sr. Steno	Director (Administration).

The Order shall come into force with immediate effect.

Vandana Rao, IAS, Director (Education).

Porvorim, 27th September, 2019.

Certificate

No. ACAD-III/GC/Filling-Asstt.Prof./104/
/2018/5398

Read: ACAD-III/GC/Filling-Asstt.Prof./104/2018/
/4536 dated 14-08-2019.

Certified that the character and antecedents of
Shri Naresh Chandrakant Naik (OBC) appointed to
the post of Assistant Professor in Konkani (Group
"A" Gazetted) in Government College of Arts,

Science and Commerce, Quepem-Goa under
Directorate of Higher Education vide above referred
Order has been verified by the Addl. District
Magistrate, Office of the Collector & District
Magistrate, South Goa District, Margao-Goa and
nothing adverse has come to the notice of the
Government.

Prasad G. Volvoikar, Under Secretary (Higher
Education).

Porvorim, 26th September, 2019.

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Department of Environment

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Order

No. 7/4/98/STE/DIR/Part III/539

- Read: (i) Notification No. 7/4/98/STE-DIR/Part I/922 dated 04-12-2007.
(ii) Addendum No. 7/4/98/STE-DIR/Part I/1545 dated 15-01-2010.
(iii) Addendum No. 7/4/98/STE-DIR/Part I/104 dated 23-04-2015.
(iv) Addendum No. 7/4/98/STE-DIR/Part II/480 dated 12-09-2019.

Vide above read Notifications, the Government of Goa, in pursuance of Clause (c) of Rule 2 of the Noise Pollution (Regulation and Control) Rules, 2000 (hereinafter called the "said Rules"), has designated various Officers as 'Authority' for the maintenance of the ambient air quality standards in respect of noise under the said Rules.

2. The Hon'ble High Court of Bombay at Goa, Panaji vide its directives in MCA No. 588 of 2010 in *Suo Motu Writ Petition No. 4 of 2006 (The Citizens Committee on Noise Pollution v/s State of Goa)*; has directed that the list of the Officers designated as 'Authority' under the said Rules, should be published for information of the public alongwith details of their telephone numbers.

3. In pursuance of the directives of the Hon'ble High Court, Department of Environment; hereby publishes the names and telephone numbers of the Officers designated as 'Authority' under the said Rules, for general information of the public.

Sr. No.	Name and Designation of the Officer	Office Tel. No.	Fax No.	Mobile No.
1	2	3	4	5
1.	Smt. R. Menaka, IAS, Collector & District Magistrate, North Goa, Panaji	2223612 2225383 2427690 2225083	2426492	9822123071
2.	Mr. Ajit Roy, IAS, Collector & District Magistrate, South Goa, Margao	2705333 2702699 2737566 2714907	2733026 2794402	9422439439
3.	Mr. Vikas S. N. Gaunekar, Addl. Collector-(I) & Addl. District Magistrate, North Goa, Panaji	2223418 2225383	2426492	9822153252
4.	Mr. Prasanna Acharya, Addl. Collector-(I) & Addl. District Magistrate, South Goa, Margao	2794423	2733026	9422388201
5.	Mr. Shashank Tripathi, IAS, Dy. Collector & Sub-Divisional Magistrate, Tiswadi, Panaji	2225511	2225511	8142135900

1	2	3	4	5
6.	Mr. Kedar Naik, Dy. Collector & Sub-Divisional Magistrate, Ponda	2312469 2311498	2312469	9823915623
7.	Mr. Sudhir Kerkar, Dy. Collector & Sub-Divisional Magistrate, Bardez, Mapusa	2262038 2250398	2262038	9423139899
8.	Mr. Sachin Desai, Dy. Collector & Sub-Divisional Magistrate, Bicholim	2362058 2360254	2362058	8668219025
9.	Mr. Chandrakant Shetkar, Dy. Collector & Sub-Divisional Magistrate, Pernem	2201142	2201142	9922356241
10.	Mr. Mangaldas Gaonkar, Dy. Collector & Sub-Divisional Magistrate, Satari	—	—	9611148943
11.	Mr. Uday Prabhudessai, Dy. Collector & Sub-Divisional Magistrate, Salcete, Margao	2794145	—	9764480571
12.	Mr. Paresch Fal Dessai, Dy. Collector & Sub-Divisional Magistrate, Mormugao, Vasco	2512688 2500565	2512688	9423307942
13.	Mr. Rohit Kadam, Dy. Collector & Sub-Divisional Magistrate, Quepem	2662228 2662241	2662228	9822137728
14.	Mr. Ajay Gawade, Dy. Collector & Sub-Divisional Magistrate, Sanguem	—	—	9834233061
15.	Mr. Vikas Kamble, Dy. Collector & Sub-Divisional Magistrate, Canacona	2643696	2643696	7507799303
16.	Mr. Pradeep Naik, Dy. Collector & Sub-Divisional Magistrate, Dharbandora	2614036	2614037	9850065288
17.	Utkrisht Prasoon, IPS, Superintendent of Police (North Goa), Panaji	2416100	2416243	7875756013
18.	Mr. A. K. Gawas, Superintendent of Police (South Goa), Margao	2732218	2733864	7875756005
19.	Mr. Uttam Y. Raut Dessai, Sub-Divisional Police Officer, Tiswadi, Panaji	2226519	2226519	7875756021
20.	Mr. Nelson Albuquerque, Sub-Divisional Police Officer, Ponda	2317978	2317978	7875756035
21.	Mr. Serafin Dias, Sub-Divisional Police Officer, Salcete, Margao	2714449 2710656 2714454	2714449	7875756086
22.	Smt. Sunita Sawant, Sub-Divisional Police Officer, Mormugao, Vasco	2500222	2500222	7875756048

1	2	3	4	5
23.	Mr. Gajanan Prabhudessai, Sub-Divisional Police Officer, Mapusa-I for Pernem, Mapusa & Anjuna Police Stations	2262207	2262207	7875756025
24.	Mr. Edwin M. S. Colaco, Sub-Divisional Police Officer, Mapusa-II for Calangute & Porvorim Police Stations	2412723	2412723	7875756029
25.	Mr. Kiran J. Paudwal, Sub-Divisional Police Officer, Quepem	2663900	2663900	7875756043
26.	Mr. Gurudas Gawade, Sub-Divisional Police Officer, Bicholim	2363737	2363737	7875756025

This order shall supersede the Order No. 7/4/98/STE-DIR/Part III/238 dated 20-07-2018 published in Official Gazette, Series II No. 17 dated 26-07-2018.

Johnson Fernandes, Director/ex officio Jt. Secretary (Environment).

Porvorim, 24th September, 2019.

Department of General Administration

Notification

No. 2/1/2017-GAD-III/3094

In pursuance of sub-section (1) of Section 40A of the Goa Panchayat Raj Act, 1994 (Goa Act No. 14 of 1994), the Government of Goa hereby declares Sunday, the 29th September, 2019 (Asvina 7, Saka 1941) as a "paid holiday", being the "Polling Day" for the Bye-Elections to Ward No. VI of Village Panchayat Ambaulim in Quepem Taluka and Ward No. VII of Village Panchayat Pomburpa-Olaulim in Bardez Taluka, to the following workers, who are entitled to vote at the said Bye-Election of the Village Panchayats, namely:-

- (i) industrial workers;
- (ii) daily wage workers of the Government Departments and State Government Industrial Departments;
- (iii) commercial and industrial workers of private establishments;
- (iv) workers of all private establishments;
- (v) daily wage/casual workers employed in any business, trade, industrial undertakings or any other establishments.

The aforesaid paid holiday shall be in addition to the holidays indicated in the Government Notification No. 37/5/2018-GAD-III/3268 dated

14-11-2018, published in the Official Gazette, Series II No. 33 dated 15-11-2018, to the aforesaid workers.

By order and in the name of the Governor of Goa.

Shripad Arlekar, Under Secretary (GA-I).

Porvorim, 26th September, 2019.

Department of Home Home—General Division

Order

No. 21/7/2014-HD(G)/2562

Every year, the Government observes dry day on 02nd October in order to pay homage and respect to the Father of the Nation.

In this regard, all the Casino licensees shall stop the operation of the Casinos in the State of Goa on 2nd October, 2019 [from 12.00 a.m. midnight to 12.00 a.m. midnight (24 hours)] in order to pay homage and respect to the Father of the Nation.

The above directions shall be adhered to scrupulously.

This is issued in public interest.

By order and in the name of the Governor of Goa.

Nilesh Dhaigodkar, Under Secretary (Home).

Porvorim, 26th September, 2019.

Department of Industries

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Order

No. 3/3/2018-IND/516

Ms. Nidhi Satija, IES, Joint Secretary (Budget), Government of Goa shall hold additional charge of the post of Chief Executive Officer, Goa Investment Promotion and Facilitation Board (Goa-IPB) and Chief Executive Officer, Start-up Promotion Cell with immediate effect in addition to her own duties.

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Industries).
Porvorim, 23rd September, 2019.

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Department of Labour—
Order

No. 28/2/87-2001-LAB-II/576

Read: 1) Government Order No. 28/2/87-2001-LAB-II/1085 dated 23-12-2015.

2) Government Order No. 28/2/87-2001-LAB-II/62 dated 15-02-2017.

3) Government Order No. 28/2/87-2001-LAB-II/622 dated 10-09-2018.

Sanction of the Government is hereby accorded to extend deputation of Shri Vincent M. D'Silva, Presiding Officer, Industrial Tribunal-cum-Labour Court-I, Panaji, for a period of one year with effect from 14-01-2020 to 13-01-2021 on the same terms and conditions stipulated in the above referred orders.

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).
Porvorim, 24th September, 2019.

Notification

No. 28/2/2019-LAB/Part-V/556

The following award passed by the Labour Court-II, at Panaji-Goa on 22-07-2019 in Case No. LC-II/IT/11/15 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).
Porvorim, 17th September, 2019.

THE LABOUR COURT-II

GOVERNMENT OF GOA AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble
Presiding Officer)

Case No. LC-II/IT/11/15

Shri Jose Mascarenhas,
R/o H. No. 330, Tambdi ghat,
Usgaon, Ponda-Goa. ... Workmen/Party I
V/s

M/s. Goa Meat Complex Ltd.,
Marvasada, Usgaon-Goa. ... Employer/Party II

Party-I/Workman represented by Adv. Shri D. Naik.

Party-II/Employer represented by Adv. Shri J. Lobo.

Panaji, Dated: 22-07-2019.

AWARD

1. In exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa, by Order dated 18-06-2015, bearing No. 28/24/2015-Lab/622, referred the following dispute for its adjudication to this Labour Court II, Panaji-Goa.

"(1) Whether the action of M/s. Goa Meat Complex Limited, Marvasada, Usgao, Goa, in terminating the services of Shri Jose Mascarenhas, Butcher/Worker, with effect from 16-05-2013, is legal and justified?"

(2) If not, what relief the Workman is entitled to?"

2. On receipt of the reference, a case was registered under No. LC-II/IT/11/15 and registered A/D notice was issued to the parties. In pursuance to the said notice, the Workman/Party-I (for short, 'the Workman') filed his Statement of Claim on 20-08-2015 at Exhibit-5. The Workman stated that he was employed with the Employer/Party-II (for short "the Employer") w.e.f. June, 2001 in the capacity of 'Helper/Worker' in its slaughter operations. He stated that he received a letter dated 01-01-2002 for interview and order of appointment dated 05-02-2002 with the salary of Rs. 2500/- p.m. He stated that he also received the order dated 19-03-2002 and order dated 06-01-2003 appointing him with salary of Rs. 2500/-. He further stated that he received another order dated 20-02-2003, modifying the earlier order dated 19-03-2002 with revised salary of Rs. 2600/- p.m. He stated that he also received a letter dated 25-02-2003 for an interview to be held on 10-03-2003, but, was not selected for the permanent

post though he was working with the Employer from June, 2001 and instead the Employer appointed fresh person who had appeared for the interview. He stated that he also received a letter dated 23-01-2004 from the Employer again appointing him on contract basis. He stated that he further received another order dated 01-07-2004 from the Employer by which his monthly salary was arbitrarily reduced to Rs. 2500/- p.m. He stated that he was also assigned the duty of security guards by the Employer vide its letter dated 07-06-2012.

3. He stated that he was in continuous service with the Employer from June, 2001. He stated that his services were illegally terminated by the Employer w.e.f. 16-05-2013, by its order dated 10-05-2013, only on the ground that the Hon'ble High Court of Bombay at Goa has passed an interim order on 30-04-2013, wherein the slaughter of animals in the abattoir at GMCL has been kept in abeyance. He stated that the Division Bench of Hon'ble High Court of Bombay at Goa has passed an order dated 26-06-2013 allowing the Employer to operate the establishment. He stated that he has been in continuous service of the Employer ever since he joined the services in June, 2001 and has completed 240 days of continuous service in every year until his services were illegally and arbitrarily terminated by the Employer. He stated that he used to work sometimes even on Sundays and the Employer used to pay him from petty cash and the accounts department of the Employer used to take his signature on the voucher. He stated that he was shocked and shattered that the Employer without following the principles of natural justice and without his any fault abruptly and illegally terminated his services with immediate effect vide order dated 10-05-2013. He submitted that the illegal and arbitrary action of the Employer amounts to unfair labour practice. He submitted that he made several requests to the Employer to take him back in service but no heed was paid to his request. He submitted that he is now unemployed and has a dependent family to support and is in great financial difficulty to meet both the ends. He submitted that the arbitrary action of the Employer is totally illegal, unjustified and contrary to law and without following the principles of natural justice. The Workman therefore prayed that the action of the Employer in terminating his services be declared as illegal and unjustified and he be reinstated in service with full back wages and continuity in service. The workman also prayed for regularization of his services.

4. The Employer resisted the claim of the Workman by filing its written statement on 04-11-2015 at Exb. 10. The Employer, as and by way of its preliminary objections, submitted that many documents relied upon by the workman in his claim statement had not been furnished to them and that as a consequences of the same, they could not file a composite reply to all the statements made in the claim statement, without first perusing the missing documents.

5. The Employer denied that the workman was employed with them at its establishment at Usgao, Ponda, Goa w.e.f. June, 2001 in the capacity of 'Helper/Worker' in its slaughter operations. The Employer stated that the Workman was not associated with them in any manner whatsoever in June, 2001. The Employer stated that the Workman had attempted to disguise himself as a permanent employee, when in fact his services were used in its establishment on a purely daily rated basis as and when required. The Employer admitted that the workman received a letter to appear for an interview to be conducted on 16-01-2002. The Employer stated that the Workman had received offer of appointment containing terms of his services. The Employer stated that the said offer clearly states that the services rendered by him would be purely on contract basis and that he would be paid consolidated wages as opposed to a salary. The Employer stated that the workman was given a consolidated wages of Rs. 2500/- p.m. as can be seen from the said offer of appointment. The Employer stated that the workman was appointed by them, vide an order dated 19-03-2002 on a consolidated wages of Rs. 2500/- p.m. The Employer stated that the said order clearly states that the said appointment was purely on contract basis for a period of one year only and no more i.e. from 11-02-2002 to 10-02-2003. The Employer denied that the workman received an order dated 06-01-2003 appointing him on contract basis for a period of one year. The Employer stated that the workman received a letter dated 25-02-2003 for an interview to be held on 10-03-2003. The Employer stated that the Workman appeared for an interview on 10-03-2003 for a permanent post with them, but, failed to get appointed as he was not fit to be appointed for the said permanent post. The Employer denied that the workman received an order dated 23-01-2004 from them appointing him on contract basis. The Employer stated that the order dated 23-01-2004 is a one month notice of termination as the contract would come to an end within one month. The Employer admitted that the workman received an order dated 01-07-2004 from

them. The Employer stated that the contract of service of the workman came to an end on 23-02-2004 and as a consequences of this, the workman was not associated in any manner with them for a period of approximately four months during which time, no wages nor salary nor any kind of remuneration was ever given to the workman by them. The Employer stated that vide order dated 01-07-2004, they appointed the workman a fresh on the terms as specified in the offer of appointment dated 05-02-2002. The Employer stated that the workman accepted the offer and did not make any complaint whatsoever with regard to his wages when he was appointed vide order dated 01-07-2004. The Employer admitted that the workman was assigned duty as a security guard by them, vide its letter dated 07-06-2012. The Employer stated that the said appointment of the workman as a security guard was only for the period from 07-06-2012 to 30-07-2012. The Employer admitted that the services of the workman were legally terminated by them w.e.f. 16-05-2013, vide its order dated 10-05-2013 due to the interim order of the Hon'ble High Court of Bombay at Goa dated 30-04-2013. The Employer stated that the Hon'ble High Court of Bombay at Goa, vide its order dated 30-04-2013 directed them to suspend operation within its premises. The Employer stated that the said notice of termination dated 10-05-2013 is legal. The Employer stated that as the workman was a daily wage worker and his services were used only as and when they were required by them and as such the termination of services of the workman was entirely valid. The Employer stated that the said offer of appointment contains the terms of all orders of appointment which were made thereafter, such as, the order dated 19-03-2002. The Employer stated that in terms of clause 3 of the said offer dated 05-02-2002 that any order of appointment can be terminated by the appointing authority i.e. the Employer by serving a notice upon the workman. The Employer stated that although the order of the Hon'ble High Court of Bombay at Goa permitted them the recommencement of operation in its premises, operations were never began due to renovation work which began at its premises. The Employer stated that the said renovation work is still persisting on the present date. The Employer stated that the workman was instead entitled to a daily wage which was paid to him as per clause 2 of the offer of appointment dated 05-02-2002 once a month. The Employer submitted that the termination of services of a daily wage worker does not require application of principles of natural justice as such a termination is an administrative

action and not a judicial/quasi-judicial action. The Employer admitted that they used to maintain an attendance register manually, but, subsequently began to maintain the attendance via biometric register. The Employer denied the overall case as pleaded by the Workman and prayed for dismissal of the present reference.

6. Thereafter, the Workman filed his rejoinder on 21-03-2016 at Exb. 13. The Workman, by way of his Re-joinder, confirms and reiterates all the submissions and averments made by him in his claim statement to be true and correct and denies all the statements and averments made by the Employer in the Written Statement, which are contrary to the statements and averments made by him.

7. Based on the pleadings filed by the respective parties, this court framed the following issues on 17-11-2016 at Exb. 15.

1. Whether the Workman/Party-I proves that he was employed with the Employer/Party II w.e.f. June, 2001 in the capacity of Helper/Worker?
2. Whether the Workman/Party-I proves that the action of the Employer/Party II in terminating his services w.e.f. 16-05-2013 is illegal and unjustified?
3. Whether the Workman/Party-I is entitled to any relief?
4. What order? What award?

8. My findings to the aforesaid issues are as under:

- | | | |
|---------------------|---|---------------------|
| (a) Issue No. 1 | : | In the Affirmative. |
| (b) Issue No. 2 | : | In the Affirmative. |
| (c) Issue No. 3 & 4 | : | As per final order. |

REASONS:

I have heard the oral arguments of Ld. Adv. Shri D. Naik, appearing for the Workman as well as Ld. Adv. Shri J. Lobo, appearing for the Employer.

9. Ld. Adv. Shri D. Naik, appearing for the workman, during the course of his oral arguments submitted that the Workman was employed by the Employer as 'Helper/Worker' at its establishment at Usgao, Ponda, Goa, w.e.f. June, 2001 continuously till his illegal termination of service w.e.f. 16-05-2013. He submitted that the services of the Workman had been illegally terminated by the Employer w.e.f. 16-05-2013 vide its order dated 10-05-2013. He submitted that before terminating services of the workman, neither he was issued any show-cause notices or charge-sheet nor

conducted any enquiry. He submitted that the services of the workman have been terminated on the ground that the Hon'ble High Court of Bombay at Goa had passed an interim order on 30-04-2013 wherein the slaughter of animals in the abattoir at GMCL be kept in abeyance. He submitted that the Division Bench of Hon'ble High Court of Bombay at Goa had passed an order dated 26-06-2013 allowing the operation in the establishment of the Employer. He submitted that the workman had completed 240 days continuous service in the preceding 12 months from the date of his termination w.e.f. 16-05-2013. He submitted that the services of the workman have been terminated without giving him a one months' notice or in lieu of pay of months' notice and without paying him any retrenchment compensation, thereby violating Section 25-F of the I.D. Act, 1947. He submitted that the Employer had published an advertisement in the local newspaper for the vacant post of butcher, production helper/attendant. He submitted that the aforesaid acts on the part of the Employer amounts to violation of Section 25-G and Section 25-H of the I.D. Act, 1947. He therefore submitted that the action of the Employer in terminating the services of the Workman is illegal and unjustified. In support of his oral contentions, he relied upon three judgments, one in case of **Director, Food and Supplies, Punjab and others v/s Prakash Singh and Ors., reported in 2012-III, LLJ 378 (P & H)** of Hon'ble High Court of Punjab and Haryana, second in the case of **Sanjeevan Gramin Vaidyakiya & Samajik Sahayata Pratisthan through its Chairman and Ors. v/s. Gorakhnath Popat Bandhane and Ors., reported in 2012 (IV) LLJ 23** of Hon'ble High Court of Bombay and third in the case of **State of Gujrat v/s PWD and Forest Employees Union and Ors., reported in 2019 1 CLR 862** of Hon'ble Supreme Court of India. He submitted that the workman is unemployed from the date of his illegal termination. He submitted that since the workman was working with the Employer since June, 2001 till the date of his termination w.e.f. 16-05-2013, he may be reinstated in service with full back wages and consequential benefits thereof. He submitted that the Workman was working on daily wage basis since the date of his appointment from June, 2001 till the date of his termination w.e.f. 16-05-2013 and hence, his services should be regularised. In support of his oral contention, he relied upon three judgments of Hon'ble Apex Court, one in the case of **Sheo Narain Nagar and Ors. v/s. State of Uttar Pradesh and Anr., reported in (2018) 13 SCC 432**, second in the case of **ONGC Ltd v/s. Petroleum Coal Labour**

Union and Ors., reported in 2015 (4) ALL MR 476 (S.C.) and third in the case of **State of Gujarat v/s. PWD and Forest Employee Union and Ors., reported in 2019 CLR 862**.

10. Per contra, Ld. Adv. Shri. J. Lobo representing the Employer, during the course of his oral arguments submitted that the workman was working with the Employer initially on contract basis for one year from 11-02-2002 to 10-02-2003 on consolidated wages of Rs. 2500/- p.m. He submitted that the workman was again appointed on daily wages for another period of one year from 24-02-2003 to 23-02-2004 on consolidated daily wages of Rs. 2500/- per month. He submitted that the workman was second time appointed as daily wage worker on a consolidated daily wages of Rs. 2500/- p.m. for a period of one year from 01-07-2004 to 30-06-2005. He submitted that the services of the workman was terminated by the Employer w.e.f. 16-05-2013 vide order dated 10-05-2013 due to the interim order of the Hon'ble High Court of Bombay at Goa dated 30-04-2013 which directed them to suspend operations within its premises. He submitted that as the workman was appointed as daily wage worker and not its permanent employee or otherwise and that his services was terminated by order dated 10-05-2013 w.e.f. 16-05-2013. He submitted that the services of the workman was never regularised as he was not qualified for any job with them. He submitted that the termination order dated 10-05-2013 issued to the workman is just, legal and proper. He submitted that as the workman was working as daily wage worker, he was not entitled for any retrenchment compensation etc. as provided u/s 25-F of the I.D. Act, 1947 nor was required to allow the application of principles of natural justice. In support of his oral submissions, he relied upon a judgment in the case of **State of Karnataka v/s. Uma Devi, reported in (2006) 4 SCC 1** of Hon'ble Supreme Court of India.

11. Issue No. 1:

The burden was cast on the workman to prove the issue No. 1. The Workman examined himself to prove his case and produced on record certain documentary evidence in support of his oral evidence.

The evidence on record indicates that the workman was called for interview by the Employer vide its letter dated 01-01-2002 (Exb. 24) in response to their advertisement for the post of worker. The workman was issued offer of appointment dated 05-02-2002 (Exb. 25) stating that on recommendation of selection committee, the workman was offered the temporary post of worker purely on contract

basis for a period of one year on a consolidated pay of Rs. 2500/- p.m. By order dated 19-03-2002 (Exb. 26), the workman was appointed purely on contract basis for a period of one year w.e.f. 11-02-2002 as a 'worker' on a consolidated pay of Rs. 2500/- p.m. The workman was issued another order dated 06-01-2003 (Exb. 27) by which he was appointed as 'worker' purely on contract basis for a period of one year w.e.f. 11-02-2002 which was to be expired on 10-02-2003. By another order dated 20-02-2003 (Exb. 28), the workman was appointed purely on contract basis for a period of one year w.e.f. 24-02-2003 to 23-02-2004 as a worker on a revised consolidated pay of Rs. 2600/- p.m. The workman was called for interview for the post of 'worker' by letter of the Employer dated 25-02-2003 (Exb. 29). By order dated 23-01-2004 (Exb. 30), the workman was again appointed as worker on contract basis for one year w.e.f. 24-02-2003 till 23-03-2004. By order dated 01-07-2004 (Exb. 31), the workman was appointed as worker purely on contract basis for a period of one year w.e.f. 01-07-2004 to 30-06-2005 on consolidated pay of Rs. 2500/- p.m.

12. The Workman produced on record, copies of extract of attendance register/muster roll for the period from April, 2007 to June, 2007, July, 2008 to December, 2010 (Exb. 21-colly), copies of biometric attendance record (Exb. 22-colly) and copies of extract of wage register/salary statements for the period from May, 2007 till May, 2013 (Exb. 23-colly). The aforesaid documentary evidence on record indicates that the workman was in the employment of the Employer w.e.f. April, 2007 till 16-05-2013 on daily wage basis. A copy of the letter of the Employer dated 07-06-2012 (Exb. 33) indicates that the workman, as daily wage worker, was allotted duty of a security guard w.e.f. 07-06-2012 till 30-07-2012. The sole witness of the Employer and Managing Director, Dr. R. H. Prabhugaonkar, in his cross-examination, deposed that the workman was in the employment of the Employer from June, 2001 till May, 2013 as and when required on daily wage basis. Thus, the documentary as well as oral evidence on record clearly indicates that the Workman was in the employment of the Employer in the capacity of 'helper/worker' at least w.e.f. June 2001. It is therefore held that the workman proved that he was employed with the Employer w.e.f. June, 2001 in the capacity of 'helper/worker'. The issue No. 1 is therefore answered in the affirmative.

13. Issue No. 2:

While deciding the issue No. 1, I have discussed and come to the conclusion that the Workman was employed with the Employer in the capacity of

'helper/worker' w.e.f. June, 2001. The evidence on record indicates that the workman was employed with the Employer on temporary basis w.e.f. June, 2001 till his services discontinued by the Employer with effect from 16-05-2013 forenoon, vide its order dated 10-05-2013 (Exb. 30).

14. In the case of **Director, Food and Supplies, Punjab and (supra)**, the Hon'ble High Court of Punjab and Haryana has held as under:

"18. A conjoint and meaningful reading of these provisions would reveal that even if a person is engaged on daily wages and has completed the continuous service as defined under Section 25-B, then, his services cannot be terminated without following the statutory provisions of Section 25-F of the Act, irrespective of the fact that he was not appointed against a regular post as alleged on behalf of the management. Therefore, the contrary arguments of learned counsel for the petitioner-management "stricto sensu" liable to be and are hereby repelled under the present set of circumstances."

The principle laid down by the Hon'ble High Court of Punjab and Haryana is well recognized and it is applicable to the case in hand.

15. The Workman claimed that his services have been terminated by the Employer by contending to be illegal and arbitrary. Upon careful perusal of the termination order issued to the workman dated 10-05-2013 (Exb. 30), it appears that the slaughter of animals in the abattoir at GMCL had been kept in abeyance and that the services of the workman engaged for slaughter operations stood discontinued with effect from 16-05-2013 forenoon. Thus, the services of the workman have been terminated by the Employer otherwise than as a punishment inflicted by way of disciplinary action. The termination of services of the workman amounts to retrenchment as defined u/s. 2 (oo) of the I.D. Act, 1947.

16. The pre-condition for valid retrenchment has been provided u/s 25-F of the I.D. Act, 1947. Retrenchment of any worker requires the compliance of Section 25-B of the I.D. Act, 1947. The evidence on record indicates that the workman has completed more than 240 days of continuous service from the twelve months preceding the date of his termination i.e. 16-05-2013. The evidence on record indicates that the Workman was not paid retrenchment compensation nor issued any notice nor paid one month salary in lieu of notice. Thus, the action of the Employer in retrenching the workman w.e.f. 16-05-2013 is in violation of Section 25-F of the I.D. Act, 1947.

17. The workman has produced on record copies of daily newspapers, namely the Navhind Times, Gomantak and Tarun Bharat all dated 23-03-2006 in which the advertisement were published by the Employer. By the said advertisement, the Employer called for applications for the vacant post of worker/butcher, production helper/attendant etc. The workman has however, did not plead in his pleadings or stated on oath that, after the termination of his service, the employer recruited new person in his place. Similarly, the sole witness of the Employer, Dr. R. H. Prabhugaonkar, the Managing Director of the Employer in his cross-examination deposed that the Employer has recruited certain persons after May, 2013 in the establishment on contract basis and terminated their services at the end of the contract at around October, 2016. The Workman has however, failed to prove that the Employer recruited new persons in their place/cadre. Since, there is no pleadings on the part of the workman pertaining to the recruitment of new employee after retrenchment, it is held that the workman failed to prove that his termination from service is in violation of Section-25-H of the I.D. Act, 1947. Hence, it is held that the action of the Employer in retrenching the services of the Workman w.e.f. 16-05-2013 is illegal and unjustified. The issue No. 2 is therefore answered in the affirmative.

18. Issue No. 3:

While deciding the issue No. 2, I have discussed and come to the conclusion that the action of the Employer in terminating services of the Workman w.e.f. 16-05-2013 is illegal and unjustified. The evidence on record indicates that the Workman is unemployed and have a dependent family to support.

19. In the case of **Sanjeevan Gramin Vaidyakiya & Samajik Sahayata Pratisthan through its Chairman and Ors. (supra)**, the Hon'ble High Court of Bombay has held that "the respondent was working as a Laboratory Assistant with the Appellant and was working for more than five years. His services were terminated without any show-cause notice/memo, much less charges and enquiry. The said termination was set aside by the Labour Court. The respondent therefore, filed the present petition. The Hon'ble High Court observed that the management had to disclose the material on which it proceeded and give opportunity to the employee before taking drastic action of termination. The Hon'ble High court further held as under:

"10. No work No wages" should be the formula. It is not necessary in every matter that full

back wages should be provided and/or granted. But in case like this and considering the facts and circumstances, where the action of termination as recorded is apparently in breach of the basic principles of natural justice, there is no reason even to interfere with the order of back wages. In every matter through the principle of full back wages need not be followed but at the same time if the action if illegal and in contravention of basic principles, I see there is no reason that the order of back wages as awarded need to be interfered with. Apparently, the respondents and his family suffered because of illegal action. Therefore, taking over all view of the matter, no interference is called for. The petition is dismissed. Ad-interim order stands vacated. No costs".

The principle laid down by the Hon'ble High Court of Bombay in its aforesaid case is not applicable to the case in hand, as the facts of the present case is different than the aforesaid case before the Hon'ble High Court of Bombay.

20. In the case of **B.S.N.L. v/s. Bhurumal, reported in 2013 (15) SCALE 131**, the Hon'ble Apex Court has held as under:

"23. It is clear from the reading of the aforesaid judgments that the ordinary principle of grant of reinstatement with full back wages, when the termination is found to be illegal is not applied mechanically in all cases. While that may be a position where services of a regular permanent workman are terminated illegally and or malafide and/or by way of victimization, unfair labour practice etc. However, when it comes to the case of termination of a daily wage worker and where the termination is found illegal because of procedural defect, namely in violation of Section 25-F of the Industrial Disputes Act, this court is consistent in taking the view in such cases reinstatement with back wages is not automatic and instead the workman should be given monetary compensation which will meet the ends of justice. Rationale for shifting in this direction is obvious.

24. Reasons for denying the relief of reinstatement in such cases are obvious. It is trite law that when the termination is found to be illegal because of non-payment of retrenchment compensation and notice pay as mandatorily required under Section 25-F of the Industrial Disputes Act, even after reinstatement, it is always open to the management to terminate the services

of that employee by paying him the retrenchment compensation. Since, such a workman was working on daily wage basis and even after he is reinstated, he has no right to seek regularization (see: State of Karnataka v/s Uma Devi (2006) 4 SCC). Thus, when he cannot claim regularization and he has no right to continue even as a daily wage worker. No useful purpose is going to be served in reinstating such a workman and he can be given monetary compensation by the court itself inasmuch as if he is terminated again after reinstatement, he would receive monetary compensation only in the form of retrenchment compensation and notice pay. In such a situation, giving the relief of reinstatement that too after a long gap would not serve any purpose."

21. The Hon'ble Apex Court in its case of **Telegraph Department v/s. Santosh Kumar Seal, reported in (2010) 6 SCC 773** also reiterated the same principles.

The principle laid down by the Hon'ble Apex Court is well recognized and also applicable to the case in hand.

22. In the case in hand, the Workman was in the employment of the Employer from June, 2001 till 16-05-2013. It appears that the workman was working with the Employer on contract basis from June, 2001 till the year 2006 and subsequently as daily wage worker till the date of his termination of service. Applying the law laid down by the Hon'ble Apex Court, it is held that the workman is entitled to a lump sum compensation of Rs. 1,00,000/- (Rupees one lakh only) in order to meet the ends of justice.

23. The workman also prayed for regularization of his service. As the present reference has been issued by the Government of Goa pertaining to the legality and justifiability of the action of the Employer in terminating services of the Workman w.e.f. 16-05-2013 and the relief he is entitled to. It is a settled principle of law that this court cannot expand the scope of the reference beyond the terms of reference. The prayer of the workman for regularization of his services stands rejected. The judgment relied upon by Ld. Adv. Shri D. Naik has no relevance to the present reference.

In view of the above, I proceed to pass the following order:

ORDER

1. It is held that the action of M/s. Goa Meat Complex Limited, Marvasada, Usgao, Goa, in terminating the services of Shri Jose Mascarenhas, Butcher/Worker, with effect from 16-05-2013, is illegal and unjustified.

2. It is held that M/s. Goa Meat Complex Limited, Marvasada, Usgao, Goa, is hereby directed to pay to the Workman, Shri Jose Mascarenhas, a lump sum compensation of Rs. 1,00,000/- (Rupees one lakh only) in order to meet the ends of justice.

3. No order as to costs.

Inform the Government accordingly.

Sd/-
(Suresh N. Narulkar)
Presiding Officer,
Labour Court-II.

Notification

No. 28/2/2019-LAB/Part-V/557

The following award passed by the Labour Court-II, at Panaji-Goa on 22-07-2019 in Case No. LC-II/IT/13/15 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 17th September, 2019.

THE LABOUR COURT-II

GOVERNMENT OF GOA AT PANAJI

(Before **Shri Suresh N. Narulkar, Hon'ble Presiding Officer**)

Case No. LC-II/IT/13/15

Shri Ashok Gaude,
R/o H. No. 664, Palwada,
Usgaon, Ponda-Goa. ... Workmen/Party I
V/s

M/s. Goa Meat Complex Ltd.,
Marvasada, Usgaon-Goa. ... Employer/Party II
Party-I/Workman represented by Adv. Shri D. Naik.
Party-II/Employer represented by Adv. Shri J. Lobo.

Panaji, Dated: 22-07-2019.

AWARD

1. In exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa, by Order dated 01-07-2015, bearing No. 28/33/2015-Lab/666, referred the following dispute for its adjudication to this Labour Court II, Panaji-Goa.

“(1) Whether the action of M/s. Goa Meat Complex Limited, Marvasada, Usgao, Goa, in terminating the services of Shri Ashok Gaude, Butcher/Worker, with effect from 16-05-2013, is legal and justified?”

“(2) If not, what relief, the Workman is entitled to?”

2. On receipt of the reference, a case was registered under No. LC-II/IT/13/15 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the Workman/Party-I (for short, ‘the Workman’) filed his Statement of Claim on 20-08-2015 at Exhibit-5. The Workman stated that he was employed with the Employer/Party-II (for short “the Employer”) w.e.f. June, 2001 in the capacity of ‘Helper/Worker’ in its slaughter operations. He stated that he received order dated 18-06-2003 and another dated 21-07-2003 appointing him on a salary of Rs. 2500/- p.m. He stated that he also received an order dated 01-06-2004 appointing him on contract basis for the period of one year.

3. He stated that vide letter dated 23-06-2004, he requested the Employer to regularize his services since his brother Tukaram Gaude expired in the employment of the Employer as a driver. He stated that the Employer did not reply to his aforesaid letter. He stated that he was under bonafide belief that his services would be regularized by the Employer under the harness scheme. He stated that he also received an order dated 02-08-2004 from the Employer again appointing him on contract. He stated that he requested the Employer to regularize his services vide his letter dated 23-06-2005, but the Employer did not reply to his letter. He stated that he presumed that his services would be regularized by the Employer but on the contrary, the Employer issued him an order dated 21-02-2006 appointing him on temporary basis as a ‘butcher’. He stated that he was also assigned with the duty of ‘security guard’ by the Employer vide its letter dated 07-06-2012.

4. He stated that his services were illegally terminated by the Employer w.e.f. 16-05-2013 by its order dated 10-05-2013 only on the ground that the Hon’ble High Court of Bombay at Goa passed an interim order on 30-04-2013, wherein the slaughter of animals in the abattoir at GMCL has been kept in abeyance. He stated that thereafter the Division Bench of Hon’ble High Court of Bombay at Goa has passed an order dated 26-06-2013 allowing the Employer to operate the establishment. He submitted that he has been in continuous service of the Employer ever since he joined the services

in June, 2001 and has completed 240 days of continuous service in every year until his services were illegally and arbitrarily terminated by the Employer. He stated that he used to work sometimes even on Sundays and the Employer used to pay him from petty cash and the accounts department of the Employer used to take his signature on the voucher.

5. He submitted that he was shocked and shattered that the Employer without following the principles of natural justice and without his any fault abruptly and illegally terminated his services with immediate effect vide order dated 10-05-2013. He submitted that the illegal and arbitrary action of the Employer amount to unfair labour practice. He stated that he made several requests to the officials of the Employer to take him back in service but no heed was paid to his request. He stated that he is unemployed and has a dependent family to support and is facing great financial difficulty to meet both the ends. He submitted that the action of the Employer in terminating his services is illegal, unjustified and contrary to law and without following the principles of natural justice. He submitted that he therefore raised an industrial dispute before the conciliation officer which ended in failure. He stated that his last drawn salary up to 16-05-2013 was Rs. 5746/-. The Workman therefore prayed that the action of the Employer in terminating his services be declared as illegal and unjust and he be reinstated in service with full back wages. He also prayed for regularization of his services with the Employer.

6. The Employer resisted the claim of the Workman by filing its written statement on 04-11-2015 at Exb. 10. The Employer, as and by way of its preliminary objections, submitted that many documents were relied upon by the workman in his claim statement which have not been furnished to them and that as a consequences of the same, they cannot file a composite reply to all the statements made in the claim statement, without first perusing the missing documents.

7. The Employer denied that the workman was employed with them at its establishment at Usgao, Ponda, Goa w.e.f. June, 2001 in the capacity of ‘Helper/Worker’ in its slaughter operations. The Employer stated that the Workman was not associated with them in any manner whatsoever in June, 2001. The Employer stated that the Workman had attempted to disguise himself as a permanent employee, when in fact his services were used in its establishment on a purely daily rated basis as and when required. The Employer

stated that the Workman received an offer of appointment dated 18-06-2003 from them, containing various terms with regards to the nature of workman's services as well as the nature of professional relationship between themselves and the workman, should workman choose to accept the said offer of appointment which was purely on a daily rated basis. The Employer stated that the said appointment would not confer any title of employment either permanent or otherwise on workman. The Employer stated that the workman accepted the terms as mentioned in the said offer of appointment dated 18-06-2003. The Employer stated that the Workman was appointed by them vide an order dated 21-07-2003 based on the terms and conditions contained in the offer of appointment dated 18-06-2003. The Employer stated that the workman was in fact given consolidated wage of Rs. 2500/- per month as can be seen from the said order. The Employer stated that the said order clearly makes the said appointment a purely contract basis for a period of one year only and no more. The Employer stated that the order dated 01-06-2004 would reveal that the said order merely reminds the workman that the aforementioned order of appointment dated 21-07-2003 would lapse on 30-06-2004 as the contract of one year would come to an end and the services of the workman would not be required thereafter. The Employer stated that the order dated 01-06-2004 is actually, therefore, a one month notice of termination as the contract would come to an end within one month.

8. The Employer stated that it received a letter dated 23-06-2005 from the workman requesting them to regularize his services. The Employer stated that the reasons for the request of regularization of services of the workman was the death of his brother. The Employer stated that the death of the brother of the workman was unfortunate, but the said death would not qualify the workman for regularization of his services. The Employer stated that the rejection of the said request of the workman was communicated to him. The Employer stated that the workman received an order dated 02-08-2004 from them appointing him, based on the terms and conditions contained in the offer of appointment dated 18-06-2003 and he was given a consolidated wage of Rs. 2500/- p.m. as per the said order. The Employer stated that the said order makes the appointment of the workman purely on contract basis for a period of one year only and no more. The Employer stated that they issued an order dated 21-02-2006 appointing the workman on a temporary basis as a 'butcher'. The Employer stated that the

workman was assigned duty of that of 'security guard' by them vide letter dated 07-06-2012. The Employer stated that the workman was assigned the duty of security guard from 07-06-2012 till 30-07-2012. The Employer stated that the duration of services as security guard shows that the workman was always a daily wage worker, who only used to work for them as and when required.

9. The Employer submitted that the services of the workman were legally terminated by them w.e.f. 16-05-2013 vide order dated 10-05-2013 due to the interim order of the Hon'ble High Court of Bombay at Goa dated 30-04-2013. The Employer submitted that by the said interim order, the Hon'ble High Court of Bombay at Goa directed them to suspend operations within its premises. The Employer stated that, as the workman was a daily wage worker and his services were used only as and when required by them, the termination of services of the workman was entirely valid. The Employer stated that although the order of the Hon'ble High Court of Bombay at Goa permitted the re-commencement of operations at its premises, full scale operations never commenced due to renovation work which began at the premises and the said renovation work is still persisting on the present date. The Employer submitted that the services of the workman were terminated as per clause 3 of the offer of appointment dated 21-02-2006. The Employer submitted that the termination of services of a daily wage worker does not require application of the principles of natural justice, as such, a termination is an administrative action and not a judicial/quasi-judicial action. The Employer submitted that they gave a notice of termination of six days to the workman. The Employer submitted that giving sufficient notice is the principles of natural justice and therefore it is stated that principles of natural justice have been complied with. The Employer admitted that they used to maintain the attendance register manually and then thereafter began to maintain the attendance register via a biometric machine. The Employer stated that they are not at fault for the failure of the workman to get employed from May, 2013 till the present date. The Employer stated that the workman was in fact paid consolidated daily wages for the days his service was utilized for the month of May, 2013. The Employer stated that as they were constrained to comply with the order of the Hon'ble High Court of Bombay at Goa dated 10-05-2013, they terminated the services of the workman as per the procedure laid down in clause 3 of the offer of appointment dated 18-06-2003. The Employer stated that the workman is not an

employee and never was its employee, permanent, temporary or otherwise. The Employer denied the overall pleadings as pleaded by the workman and prayed for dismissal of the present reference.

10. Thereafter, the Workman filed his rejoinder on 21-03-2016 at Exb. 13. The Workman, by way of his Re-joinder, confirms and reiterates all the submissions and averments made by him in his claim statement to be true and correct and denies all the statements and averments made by the Employer in the Written Statement, which are contrary to the statements and averments made by him.

11. Based on the pleadings filed by the respective parties, this court framed the following issues on 28-07-2016 at Exb. 15.

1. Whether the Workman/Party-I proves that he was employed with the Employer/Party II w.e.f. June, 2001 in the capacity of Helper/Worker?
2. Whether the Workman/Party-I proves that the action of the Employer/Party II in terminating his services w.e.f. 16-05-2013 is illegal and unjustified?
3. Whether the Workman/Party-I is entitled to any relief?
4. What order? What award?

12. My findings to the aforesaid issues are as under:

- | | | |
|---------------------|---|---------------------|
| (a) Issue No. 1 | : | In the Affirmative. |
| (b) Issue No. 2 | : | In the Affirmative. |
| (c) Issue No. 3 & 4 | : | As per final order. |

REASONS:

I have heard the oral arguments of Ld. Adv. Shri D. Naik, appearing for the Workman as well as Ld. Adv. Shri J. Lobo, appearing for the Employer.

13. Ld. Adv. Shri D. Naik, appearing for the workman, during the course of his oral arguments submitted that the Workman was employed by the Employer at its establishment at Usgao, Ponda, Goa, w.e.f. June, 2001 in the capacity of 'Helper/Worker'. He submitted that he had received two orders, one dated 18-06-2003 and another dated 21-07-2003 from the Employer appointing him in their establishment with a salary of Rs. 2500/- p.m. He submitted that the workman also received an order dated 01-06-2004 appointing him on contract basis for a period of one year. He submitted that the workman also received an order dated 02-08-2004 from the Employer appointing him on contract basis. He submitted that the workman was appointed on

temporary basis as a 'butcher' vide order dated 21-02-2006 since he was in continuous service of the Employer. He submitted that the Workman was also assigned with the duty of security guard by the Employer vide his letter dated 07-06-2012. He submitted that the services of the Workman has been illegally terminated by the Employer w.e.f. 16-05-2013 vide its order dated 10-05-2013. He submitted that before terminating services of the workman neither he was issued any show-cause notices or charge-sheet nor conducted any enquiry. He submitted that the services of the workman have been terminated on the ground that the Hon'ble High Court of Bombay at Goa had passed an interim order on 30-04-2013 wherein the slaughter of animals in the abattoir at GMCL was kept in abeyance. He submitted that thereafter the Division Bench of Hon'ble High Court of Bombay at Goa had passed an order dated 26-06-2013 allowing the operation in the establishment of the Employer. He submitted that the workman had completed 240 days continuous service in the preceding 12 months from the date of his termination w.e.f. 16-05-2013. He submitted that the services of the workman have been terminated without giving him a one months' notice or in lieu of pay of months' notice and without paying him any retrenchment compensation, thereby violating Section 25-F of the I.D. Act, 1947. He submitted that the Employer had published an advertisement in the local newspaper for the vacant post of butcher, production helper/attendant. He submitted that the aforesaid acts on the part of the Employer amounts to violation of section 25-G and Section 25-H of the I.D. Act, 1947. He therefore submitted that the action of the Employer in terminating the services of the Workman is illegal and unjustified. In support of his oral contentions, he relied upon three judgments, one in case of **Director, Food and Supplies, Punjab and others v/s Prakash Singh and Ors., reported in 2012-III, LLJ 378 (P & H)** of Hon'ble High Court of Punjab and Haryana, second in the case of **Sanjeevan Gramin Vaidyakiya & Samajik Sahayata Pratisthan through its Chairman and Ors. v/s. Gorakhnath Popat Bandhane and Ors., reported in 2012 (IV) LLJ 23** of Hon'ble High Court of Bombay and third in the case of **State of Gujrat v/s PWD and Forest Employees Union and Ors., reported in 2019 1 CLR 862** of Hon'ble Supreme Court of India. He submitted that the workman is unemployed from the date of his illegal termination. He submitted that since the workman was working with the Employer since June, 2001 till the date of his termination w.e.f. 16-05-2013, he may be reinstated

in service with full back wages and consequential benefits thereof. He submitted that the Workman was working on daily wage basis since the date of his appointment from June, 2001 till the date of his termination w.e.f. 16-05-2013 and hence, his services shall be regularised. In support of his oral contention, he relied upon three judgments of Hon'ble Apex Court, one in the case of **Sheo Narain Nagar and Ors. v/s. State of Uttar Pradesh and Anr., reported in (2018) 13 SCC 432**, second in the case of **ONGC Ltd v/s. Petroleum Coal Labour Union and Ors., reported in 2015 (4) ALL MR 476 (S.C.)** and third in the case of **State of Gujarat v/s. PWD and Forest Employee Union and Ors., reported in 2019 CLR 862**.

14. Per contra, Ld. Adv. Shri J. Lobo representing the Employer, during the course of his oral arguments submitted that the workman was working with the Employer as daily wage worker and paid consolidated daily wages of Rs. 2500/- per month for a period of one year from 01-07-2003 and not from June, 2001. He submitted that the services of the workman was terminated by them w.e.f. 16-05-2013 vide order dated 10-05-2013 due to the interim order of the Hon'ble High Court of Bombay at Goa dated 30-04-2013 which directed them to suspend operations within its premises. He submitted that as the workman was appointed as daily wage worker and not its employee permanent or otherwise, his services was terminated by order dated 10-05-2013 w.e.f. 16-05-2013. He submitted that the services of the workman was never regularised as he was not qualified for any job with them. He submitted that therefore, the termination order dated 10-05-2003 issued to the workman is just, legal and proper. He submitted that as the workman was working as daily wage worker, he was not entitled for any retrenchment compensation etc. as provided u/s 25-F of the I.D. Act, 1947 nor required the application of principles of natural justice. In support of his oral submissions, he relied upon a judgment in the case of **State of Karnataka v/s. Uma Devi, reported in (2006) 4 SCC 1** of Hon'ble Supreme Court of India.

15. *Issue No. 1:*

The burden was cast on the workman to prove the issue No. 1. The Workman examined himself to prove his case and produced on record certain documentary evidence in support of his oral evidence.

The Workman produced on record a copy of offer of appointment letter dated 18-06-2003 (Exb. 22) stating that on recommendation of selection committee, he was offered the temporary post of

'Helper' purely on contract basis initially for one year with effect from the date of his joining on a consolidated pay of Rs. 2500/- p.m. The workman also produced on record two copies of order of appointment, one dated 21-07-2003 and another order dated 01-06-2004 (Exb. 23-colly) stating that he was appointed as 'Helper' purely on contract basis for one year i.e. 01-07-2003 to 30-06-2004. A copy of the order dated 02-08-2004 (Exb. 26) on record indicates that the workman was appointed purely on contract basis of one year w.e.f. 02-08-2004 to 01-08-2005 as 'Helper' on a consolidated pay of Rs. 2500/- p.m. A copy of offer of appointment dated 21-02-2006 (Exb. 28) on record indicates that on recommendation of the Board of Directors, the workman was offered the post of 'butcher' purely on temporary basis in the pay scale of Rs. 3050-75-3950-80-4590 initially for one year. The Workman produced on record copies of extract of attendance register/muster roll for the period from April, 2007 to June, 2007, July, 2008 to December, 2010 (Exb. 19-colly), copies of biometric attendance record (Exb. 20-colly) and copies of extract of wage register/salary statements for the period from May, 2007 till May, 2013 (Exb. 21-colly). The aforesaid documentary evidence on record indicates that the workman was in the employment of the Employer w.e.f. April, 2007 till 16-05-2013 on daily wage basis. A copy of the letter of the Employer dated 07-06-2012 (Exb. 31) indicates that the workman was a daily wage worker and was allotted duty of security guard w.e.f. 07-06-2012 till 30-07-2012. The sole witness of the Employer and its Managing Director, Dr. R. H. Prabhugaonkar, in his cross-examination, deposed that the workman was in the employment of the Employer from June, 2001 till May, 2013 as and when required on daily wage basis. Thus, the documentary as well as oral evidence on record clearly indicates that, the Workman was in the employment of the Employer in the capacity of 'helper/worker' at least w.e.f. June, 2001. It is therefore held that the workman proved that he was employed with the Employer w.e.f. June, 2001 in the capacity of 'helper/worker'. The issue No. 1 is therefore answered in the affirmative.

16. *Issue No. 2:*

While deciding the issue No. 1, I have discussed and come to the conclusion that the Workman was employed with the Employer in the capacity of 'helper/worker' w.e.f. June, 2001. The evidence on record indicates that the workman was employed with the Employer on temporary basis w.e.f. June, 2001 till his services were discontinued by the Employer with effect from 16-05-2013 forenoon vide its order dated 10-05-2013 (Exb. 30).

17. In the case of **Director, Food and Supplies, Punjab and (supra)**, the Hon'ble High Court of Punjab and Haryana has held as under:

"18. A conjoint and meaningful reading of these provisions would reveal that even if a person is engaged on daily wages and has completed the continuous service as defined under Section 25-B, then, his services cannot be terminated without following the statutory provisions of Section 25-F of the Act, irrespective of the fact that he was not appointed against a regular post as alleged on behalf of the management. Therefore, the contrary arguments of learned counsel for the petitioner-management "stricto sensu" liable to be and are hereby repelled under the present set of circumstances."

The principle laid down by the Hon'ble High Court of Punjab and Haryana is well recognized and it is applicable to the case in hand.

18. The Workman claimed that his services have been terminated by the Employer by contending to be illegal and arbitrary. Upon careful perusal of the termination order issued to the workman dated 10-05-2013 (Exb. 30), it appears that the slaughter of animals in the abattoir at GMCL has been kept in abeyance. The services of the workman engaged for slaughter operations stood discontinued with effect from 16-05-2013 forenoon. Thus, the services of the workman have been terminated by the Employer otherwise than as a punishment inflicted by way of disciplinary action. The termination of services of the workman amounts to retrenchment as defined u/s. 2 (oo) of the I.D. Act, 1947.

19. The pre-condition for valid retrenchment has been provided u/s 25-F of the I.D. Act, 1947. Retrenchment of any worker requires the compliance of Section 25-B of the I.D. Act, 1947. The evidence on record indicates that the workman had completed more than 240 days of continuous service from the twelve months preceding the date of his termination i.e. 16-05-2013. The evidence on record indicates that the Workman had not been paid retrenchment compensation nor issued any notice nor paid one month salary in lieu of notice. Thus, the action of the Employer in retrenching the workman w.e.f. 16-05-2013 is in violation of Section 25-F of the I.D. Act, 1947.

20. The workman has produced on record copies of daily newspapers, namely the Navhind Times, Gomantak and Tarun Bharat all dated 23-03-2006 in which the advertisement were published by the Employer. By the said advertisement, the Employer called for applications for the vacant post

of worker/butcher, production helper/attendant etc. The workman has however, did not plead in his pleadings or stated on oath that, after the termination of his service, the employer recruited new person in his place. Similarly, the sole witness of the Employer, Dr. R. H. Prabhugaonkar, the Managing Director of the Employer in his cross-examination deposed that the Employer had recruited certain persons after May, 2013 in the establishment on contract basis and terminated their services at the end of the contract at around October, 2016. The Workman has however, failed to prove that the Employer recruited new persons in their place/cadre. Since, there are no pleadings on the part of the workman pertaining to the recruitment of new employee after retrenchment, it is held that the workman failed to prove that his termination from service is in violation of Section-25-H of the I.D. Act, 1947. Hence, it is held that the action of the Employer in retrenching the services of the Workman w.e.f. 16-05-2013 is illegal and unjustified. The issue No. 2 is therefore answered in the affirmative.

21. Issue No. 3:

While deciding the issue No. 2, I have discussed and come to the conclusion that the action of the Employer in terminating services of the Workman w.e.f. 16-05-2013 is illegal and unjustified. The evidence on record indicates that the Workman is still unemployed and have a dependent family to support.

22. In the case of **Sanjeevan Gramin Vaidyakiya & Samajik Sahayata Pratisthan through its Chairman and Ors. (supra)**, the Hon'ble High Court of Bombay has held that "the respondent was working as a Laboratory Assistant with the Appellant and was working for more than five years. His services were terminated without issuing any show-cause notice/memo, much less charges and enquiry. The said termination was set aside by the Labour Court. The respondent therefore, filed the present petition. The Hon'ble High Court observed that the management had to disclose the material on which it proceeded and give opportunity to the employee before taking drastic action of termination. The Hon'ble High court further held as under:

"10. No work No wages" should be the formula. It is not necessary in every matter that full back wages should be provided and/or granted. But in case like this and considering the facts and circumstances, where the action of termination as recorded is apparently in breach of the basic principles of natural justice, there

is no reason even to interfere with the order of back wages. In every matter through the principle of full back wages need not be followed but at the same time if the action is illegal and in contravention of basic principles, I see there is no reason that the order of back wages as awarded need to be interfered with. Apparently, the respondents and his family suffered because of illegal action. Therefore, taking over all view of the matter, no interference is called for. The petition is dismissed. Ad-interim order stands vacated. No costs".

The principle laid down by the Hon'ble High Court of Bombay in its aforesaid case is not applicable to the case in hand, as the facts of the present case is different than the aforesaid case before the Hon'ble High Court of Bombay.

23. In the case of **BSNL v/s. Bhurumal, reported in 2013 (15) SCALE 131**, the Hon'ble Apex Court has held as under:

"23. It is clear from the reading of the aforesaid judgments that the ordinary principle of grant of reinstatement with full back wages, when the termination is found to be illegal is not applied mechanically in all cases. While that may be a position where services of a regular permanent workman are terminated illegally and or malafide and/or by way of victimization, unfair labour practice etc. However, when it comes to the case of termination of a daily wage worker and where the termination is found illegal because of procedural defect, namely in violation of Section 25-F of the Industrial Disputes Act, this court is consistent in taking the view in such cases reinstatement with back wages is not automatic and instead the workman should be given monetary compensation which will meet the ends of justice. Rationale for shifting in this direction is obvious.

24. Reasons for denying the relief of reinstatement in such cases are obvious. It is trite law that when the termination is found to be illegal because of non-payment of retrenchment compensation and notice pay as mandatorily required under Section 25-F of the Industrial Disputes Act, even after reinstatement, it is always open to the management to terminate the services of that employee by paying him the retrenchment compensation. Since, such a workman was working on daily wage basis and even after he is reinstated, he has no right to seek

regularization (see: State of Karnataka v/s Uma Devi (2006) 4 SCC). Thus, when he cannot claim regularization and he has no right to continue even as a daily wage worker. No useful purpose is going to be served in reinstating such a workman and he can be given monetary compensation by the court itself inasmuch as if he is terminated again after reinstatement, he would receive monetary compensation only in the form of retrenchment compensation and notice pay. In such a situation, giving the relief of reinstatement that too after a long gap would not serve any purpose."

24. The Hon'ble Apex Court in its case of **Telegraph Department v/s. Santosh Kumar Seal, reported in (2010) 6 SCC 773** also reiterated the same principles.

The principle laid down by the Hon'ble Apex Court is well recognized and also applicable to the case in hand.

25. In the case in hand, the Workman was in the employment of the Employer from June, 2001 till 16-05-2013. It appears that the workman was working with the Employer on contract basis from June, 2001 till the year 2006 and subsequently as daily wage worker till the date of his termination of service. Applying the law laid down by the Hon'ble Apex Court, it is held that the workman is entitled to a lump sum compensation of Rs. 1,00,000/- (Rupees one lakh only) in order to meet the ends of justice.

26. The workman also prayed for regularization of his service. As the present reference has been issued by the Government of Goa pertaining to the legality and justifiability of the action of the Employer in terminating services of the Workman w.e.f. 16-05-2013 and the relief he is entitled to. It is settled principle of law that this court cannot expand the scope of the reference beyond the terms of reference. The prayer of the workman for regularization of his services stands rejected. The judgment relied upon by Ld. Adv. Shri D. Naik has no relevance to the present reference.

In view of the above, I proceed to pass the following order:

ORDER

1. It is held that the action of M/s. Goa Meat Complex Limited, Marvasada, Usgao, Goa, in terminating the services of Shri Ashok Gaude, Butcher/Worker, with effect from 16-05-2013, is illegal and unjustified.
2. It is held that M/s. Goa Meat Complex Limited, Marvasada, Usgao, Goa, is hereby directed to

pay to the Workman, Shri Ashok Gaude, a lump sum compensation of Rs. 1,00,000/- (Rupees one lakh only) in order to meet the ends of justice.

3. No order as to costs.

Inform the Government accordingly.

Sd/-
(Suresh N. Narulkar)
Presiding Officer,
Labour Court-II.

Notification

No. 28/2/2019-LAB/Part-III/578

The following award passed by the Labour Court-II, at Panaji-Goa on 20-08-2019 in Case No. LC-II/IT/06/18 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).
Porvorim, 24th September, 2019.

IN THE LABOUR COURT-II
GOVERNMENT OF GOA AT PANAJI
(Before Shri Suresh N. Narulkar, Hon'ble
Presiding Officer)
Case No. Ref. LC-II/IT/06/18

Shri Dilip R. Naik,
C/o. Shri Joao Baotist Estrocio,
H. No. E-71, Katte Bhat, Ella,
Old Goa, Tiswadi, Goa. ... Workmen/Party I
V/s

M/s. Team Lease Services Ltd.,
115, 4th Floor, Raaj Chambers,
R.K. Paramhans Marg, Andheri (East),
Bombay. Employer/Party II
Workmen/Party I represented by Adv. Shri P. Vengurlekar.

Employer/Party II marked as Ex-parte.

Panaji, Dated: 20-08-2019.

AWARD

1. In exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa, by Order dated 16-04-2018, bearing No. 28/4/2018-LAB/260, referred the following dispute for its adjudication to this Labour Court-II of Goa.

"(1) Whether the non-employment of Shri Dilip R. Naik, Site Checker, from 21-07-2017, amounts to unauthorized absence or refusal of employment?"

(2) In either case, what relief the Workman is entitled to?"

2. On receipt of the reference, a case was registered under No. LC-II/ IT/06/18 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the Workman put his appearance. On the contrary, initially the legal officer of the Employer/Party II (for short 'the Employer') appeared on behalf of the Employer. However, subsequently, he remained absent on the scheduled date of hearings. The Employer was therefore marked an ex-parte after giving ample opportunities to appear before this court on the scheduled date of hearings.

3. The Workman/Party-I (for short 'Workman'), filed his Statement of Claim on 01-05-2018 at Exb-4. The facts of the case in brief as pleaded by the Workman are that he was employed with the Employer as 'Site Checker' from 22-06-2010. He stated that he was performing the work of visiting various sites of the Employer, wherever the Employer took the work of fitting elevators/lifts. He stated that on 21-07-2018, he was posted at Panaji for site checking. He stated that the manager of the Employer instructed him to come to Ponda and thereafter he was told to collect the cheque of its client from Pilerne Industrial Estate at 4.30 p.m. He stated that he told the manager of the Employer that he could have gone to Pilerne Industrial Estate directly from Panaji. He stated that he requested the manager of the Employer that it was very late. He stated that it could not be possible to collect the cheque as there was heavy traffic at Mandovi Bridge and that he would collect the cheque on the next day. He stated that however, the manager of the Employer angrily told him that his services are not required and that he should return all the articles of the Employer. He stated that the manager further instructed him to give his resignation and collect an amount of Rs. 32,000/- towards his gratuity.

4. He stated that when he went to report for work on 27-07-2018 at Ponda, he was restrained by the manager of the Employer from entering its office. He stated that the action of the Employer in refusing his services amounts to illegal termination of his services. He stated that after termination of his services, he is unemployed till date. The workman therefore prayed that he be reinstated in services with full back wages and continuity in services.

5. This court framed the following issues on 06-12-2018 at Exb. 5.

1. Whether the Workman/Party I proves that his non-employment from service with effect from 21-07-2017 amounts to unauthorized absence or refusal of employment?
2. Whether the Workman/Party I is entitled to any relief?
3. What order? What Award?

6. My answers to the aforesaid issues are as under:

- (a) Issue No. 1 : In the Affirmative.
- (b) Issue No. 2 & 3 : As per final order.

REASONS:

I have heard the ex-parte arguments of Ld. Adv. Shri O. Velho h/f Adv. Shri P. Vengurlekar appearing for the Workman. I have carefully perused the entire records of the present case. I have also carefully considered the legal submissions advanced before me.

7. Issue No. 1:

The burden was cast on the workman to prove the issue No. 1. To prove the issue No. 1, the workman has examined himself and produced on record certain documentary evidence in support of his oral evidence. The said evidence on record indicates that the Workman was employed by the Employer as 'Site Checker' by letter of appointment dated 22-06-2010 (Exb. 10). The evidence on record indicates that the workman was in continuous employment of the Employer from 23-06-2010 till 20-07-2017. The evidence on record indicates that when the workman went to report for his work on 21-07-2017, at the office of the Employer at Ponda, Goa, he was forcefully denied the entry in the office premises by the Manager of the Employer. The said action of the Employer amounts to refusal of employment to the Workman by the Employer on 21-07-2017. Hence, it is held that non-employment of the Workman w.e.f. 21-07-2017 amounts to refusal of services of the workman w.e.f. 21-07-2017.

8. The evidence on record indicates that the services of the workman have been terminated by the Employer without issuing him any show-cause notice or charge-sheet nor conducted any enquiry. The evidence on record further indicates that neither the workman was issued any one months' notice nor one month pay in lieu of notice and retrenchment compensation in compliance with Section 25-F of the I.D. Act, 1947. Therefore the action of the Employer in terminating the services of the Workman is in violation of Section 25-F of

the I.D. Act, 1947. Hence, it is held that the action of the Employer in terminating the services of the Workman is illegal and unjustified. The issue No. 1 is therefore answered in the affirmative.

9. Issue No. 2:

While deciding the issue No. 1 hereinabove, I have come to the conclusion and held that the action of the Employer in terminating the services of the Workman is illegal and unjustified. The Workman has pleaded and also stated on oath that after termination of his services, he is unemployed till date. The Workman is therefore entitled for reinstatement in service along with 50% of back wages, continuity in service and other consequential benefits thereof.

In view of the above, I proceed to pass the following order:

ORDER

1. It is held that the non-employment of Shri Dilip R. Naik, Site Checker, from 21-07-2017, amounts to refusal of employment.
2. It is held that the action of the Employer, M/s. Team Lease Services Ltd., Andheri, Bombay in terminating the services of the Workman, Shri Dilip R. Naik w.e.f. 21-07-2017 is illegal and unjustified.
3. The Employer, M/s. Team Lease Services Ltd., Andheri, Bombay is therefore directed to reinstate the Workman, Shri Dilip R. Naik, Site Checker, along with 50% of back wages, continuity in service and other consequential benefits thereof.
4. No order as to costs.

Inform the Government accordingly.

Sd/-
(Suresh N. Narulkar)
Presiding Officer,
Labour Court-II.

Notification

No. 28/2/2019-LAB/Part-III/579

The following award passed by the Labour Court-II, at Panaji-Goa on 05-08-2019 in Case No. IT/03/2014 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).
Porvorim, 24th September, 2019.

IN THE LABOUR COURT-II
GOVERNMENT OF GOA AT PANAJI
(Before Shri Suresh N. Narulkar, Hon'ble
Presiding Officer)

Case No. Ref. IT/03/2014

Shri Jesus A. Luis,
R/o. H. No.157, Chinchal,
Margao-Goa.

... Workmen/Party I

V/s

The Managing Director,
M/s. Kadamba Transport Corporation Ltd.,
Paraise-de-Goa Building,
Porvorim-Goa.

... Employer/Party II

Workmen/Party-I represented by Adv. Shri A. Kundaikar.

Employer/Party-II represented by Adv. Shri P. Agarwal.

Panaji, Dated: 05-08-2019.

AWARD

1. In exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa, by Order dated 28-01-2014, bearing No. 28/51/2013-Lab/77, referred the following dispute for adjudication to the Industrial Tribunal of Goa. By another order dated 09-02-2016, the Government of Goa, transferred the present reference for its adjudication to this Labour Court-II, Panaji-Goa from the Industrial Tribunal-cum-Labour Court, Panaji, Goa.

"(1) Whether the demand of the Kadamba Kamgar Union placed before M/s. Kadamba Transport Corporation Limited, Porvorim, Goa, pertaining to anomaly in pay fixation of Shri Jesus A. Luis, Heavy Vehicle Driver, thereby depriving him the monetary benefits with effect from 1-7-2007, is legal and justified?"

(2) If not, to what relief the workman is entitled?"

2. On receipt of the reference, a case was registered under No. IT/03/2014 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the Parties put in their appearance. The Workman/Party-I (for short 'Workman'), filed his Statement of Claim on 27-02-2014 at Exb. 5. The facts of the case, in brief, as pleaded by the Workman are that he was a member of Kadamba Kamgar Union, which is espousing his cause in respect of anomaly in his pay fixation. He stated that he joined the services of the Employer/Party II (for short, 'the

Employer') as 'Heavy Vehicle driver' on daily wages basis w.e.f. 01-04-1993. He stated that his appointment was extended from time to time till 30-02-1994. He stated that he was appointed on probation w.e.f. 01-04-1994 in the pay scale of Rs. 950-20-1150-EB-25-1600. He stated that the similarly placed workman is drawing the scale at a higher than him, which resulted in disparity of the scale. He stated that as per recommendation of fifth pay commission, his pay scale was fixed at Rs. 3050-75-3950-80-4590 and his basic pay was fixed at Rs. 3350. He stated that on recommendation of Departmental Promotional Committee, he was granted Time Bound Promotional Scale (TBPS) scale of Rs. 4000-100-6000 and his basic pay was fixed at Rs. 4000/-. He stated that his pay was re-fixed by fixation order dated 10-06-2013 to be implemented from 01-01-2006. He stated that the pre-revised scale of pay applicable for the post was Rs. 3050-75-3950-80-4590. He stated that on 01-01-2006 his basic pay was Rs. 3950+dearness pay of Rs.1975/- and DA applicable was Rs. 1422/-. He stated that the revised pay band and the grade pay corresponding to the pre-revised scale is Rs. 5200-2020+Rs. 1900/-. He stated the revised emoluments after fixation pay in the revised pay band/pay scale was Rs. 7350/- and grade pay of Rs. 1900/-. He submitted that he was entitled for pay band but was paid in the basic scale thereby making anomaly in the pay fixation. He stated that his pay fixation was not in consonance with the years of service and similarly placed workman was granted the scale at higher side than him. He stated that his date of increment was fixed on 01-07-2006 and pay after increment in the pay band scale was Rs. 7630/- and grade pay of Rs. 1900/-. He stated that he completed 12 years of service on 01-09-2006 and was designated in the scale of Rs. 7630+grade pay of Rs. 2400/-. He stated that however, at the relevant period he was paid in the pay scale and therefore there was anomaly in the implementation of the grade pay. He stated that he was paid in the scale of Rs. 4000-100-6000, when in fact the salary in the revised pay band and grade pay as corresponding to Rs. 5200-2020+Rs.1900/-. He stated that he was entitled for revised emoluments after fixation in the pay scale of Rs. 7350/- and grade pay of Rs. 1900/- from 01-01-2006. He stated that the fixation of the pay band was not in conformity of the years of service and that he was entitled for higher grade pay. He stated that he was paid total existing emoluments of Rs. 7347/- in the month of January, 2006 in the pay scale of Rs. 3050-75-3950-80-4590/-. When in fact inconsequent with the pay fixation order dated

10-06-2013, he was entitled for revised emoluments after fixation in the revised pay band grade corresponding to Rs. 5200-20200+1900. He stated that he was however paid Rs. 7347 on 01-01-2006 when in fact he was entitled for Rs. 9250/-. He stated that he was granted TBPS with effect from 01-09-2006 in the pay band of Rs. 7630+grade pay of Rs. 2400/- and as such he was entitled for additional pay in the pay scale of Rs. 7930/-+grade pay of Rs. 2400/- from 01-07-2007, when in fact he was paid Rs. 7427/- making a difference of Rs. 2903/- from 01-09-2006 till 01-07-2007. He stated that as on 01-07-2008 i.e. on the next date of implement, he was entitled for Rs. 8240/-+Rs. 2400/- grade pay. He stated that on the next date of increment i.e. on 01-07-2009, he was entitled for pay scale of Rs. 8560/-+grade pay of Rs. 2400/-. He stated that on the next date of increment i.e. on 01-07-2010, he was entitled for pay scale of Rs. 8890/-+grade pay of Rs. 2400/-. He stated that on the next date of increment i.e. on 01-07-2011, he was entitled for pay scale of Rs. 9230/- plus grade pay of Rs. 2400/-. He stated that on the next date of increment i.e. on 01-07-2012, he was entitled for pay scale of Rs. 9580/- plus grade pay of Rs. 2400/-. He stated that on 01-07-2013, he was paid in the pay scale of Rs. 5200-20200(4) in the original basic of Rs. 9940 as basic pay plus grade pay of Rs. 2400/-. He submitted that thus there is anomaly in his basic paid and applicability of the pay scale and grade pay from 01-01-2006 till 01-07-2013. He submitted that his case is a gross case wherein the workmen have been compelled to seek sanctuary in portals of the Hon'ble Tribunal for anomaly in pay fixation. He submitted that he is grossly discriminated against the whims and caprices of unmoving bureaucracy. The Workman therefore prayed for passing an award that there exist an anomaly in his pay fixation and to release the monetary benefits with effect from 01-07-2007 with interest @ 12% p.a. and other consequential benefits.

3. The Employer resisted the claim of the Workman by filing its written statement on 10-06-2014 at Exb. 7. The Employer stated that it is a Government Company registered under Section 617 of the Companies Act, 1956. The Employer stated that it is a State transport undertaking under the purview of the Motor Transport Act, 1988. The Employer admitted that the Workman is working as 'driver'. The Employer stated that the various types of benefits/facilities as extended by the Government of Goa to its employees are not directly made applicable to its employees including the workman, but the same are made applicable only after the approvals of the board of directors as its policy

makers which is constituted as per its Articles of Association. The Employer stated that the Workman including all other workmen who were eligible were extended the benefits of TBPS and the pay of the Workman was fixed in the revised pay scale in the TBPS, which is not disputed by the Workman. The Employer stated that the Workman represented by the union raised a dispute before the conciliation authority demanding the implementation of recommendations of the sixth central pay commission was made applicable to the employees of Government of Goa. The Employer stated that the said dispute was taken into conciliation and the point of amicable settlement was arrived at between both the parties and a memorandum of settlement dated 30-04-2010 was drawn u/s 12 (3) r/w Section 18 (3) of the I.D. Act, 1947. The Employer stated that pursuant to Clause 1 of the said MOS, the implementation of sixth central pay commission was agreed to be made w.e.f. 01-01-2006. The Employer stated that the arrears arising out of implementation of the revised pay scales under sixth central pay commission effective from 01-01-2006 till 31-03-2010 was agreed to be released under Clause 4 of the said MOS in phase manner. The Employer stated that in accordance with the O.M. No. 8/7/2008-Fin (R&C) dated 15-05-2012 which was a part of recommendations of sixth central pay commission, it placed the proposal before the board seeking approval for applying the benefits of the said O.M. to its eligible workmen. The Employer stated that pursuant to the memorandum of settlement u/s 12 (3) r/w Section 18 (3) of the I.D. Act, 1947, the Workman was served with the provisional statement of pay fixation dated 31-05-2010 with the opportunity for his confirmation and thereafter vide order dated 08-10-2010 was confirmed and the monthly salaries of the workman was released in accordance with the said order. The Employer stated that its board was pleased to approve the proposal vide resolution No. 82/2012 and the pay of the workman including other eligible workmen were revised vide order dated 10-06-2013 in accordance with O.M. No. 8/7/2008-Fin(R&C) dated 15-05-2012 and the Workman himself accepted the said fact in para 4 of his claim statement. The Employer stated that the revision of pay vide order dated 10-06-2013 is being a part of recommendations of sixth central pay commission which have been extended to all the employees including the workman in terms of MOS dated 30-04-2010 u/s 12 (3) r/w Section 18 (3) of the I.D. Act, 1947, the arrears arising out of the pay fixation order dated 10-06-2013 becomes payable as per Clause 4 of the said MOS. The Employer stated that the Workman has already

availed the part of the arrears payment as per Clause 4 of the MOS. The Employer stated that the Workman has also availed the first installment of 25% of the arrears and subsequently one installment of the balance 7th part of the arrears. The Employer stated that the Workman has however suppressed the said fact from the Hon'ble Tribunal. The Employer stated that the Workman has filed the claim application bearing registration No. LCC/03/2014 before this court on the same issues. The Employer denied the overall case as pleaded by the workman and prayed for dismissal of the present reference.

4. Thereafter, the matter was fixed for filing re-joinder of the Workman. However, Ld. Adv. Shri A. Kundaikar, appearing for the Workman submitted that he does not wish to file any re-joinder.

5. On the pleadings filed by the parties hereinabove, the Hon'ble Presiding Officer, Industrial Tribunal-cum-Labour Court, Panaji, Goa framed the following issues on 25-09-2014 at Exb. 8.

1. Whether the Party I proves that the Workman was deprived of the monetary benefits w.e.f. 01-07-2007 on account of anomaly in his pay fixation?

2. What relief? What Award?

6. My findings to the aforesaid issues are as under:

- | | | | |
|-----|-------------|---|---------------------|
| (a) | Issue No. 1 | : | In the Negative. |
| (b) | Issue No. 2 | : | As per final order. |

I have heard the oral arguments of Ld. Adv. Shri A. Kundaikar appearing for the Workman as well as Ld. Adv. Shri P. Agarwal appearing for the Employer.

7. Ld. Adv. Shri A. Kundaikar, appearing for the Workman, during the course of his oral arguments submitted that the Workman is a member of the Kadamba Kamgar Union, which is espousing the cause of the workman in respect of anomaly in his pay fixation. He submitted that the workman was appointed as 'Heavy Vehicle Driver' on daily wages w.e.f. 01-04-1993 and the said appointment was further extended from time to time till 30-02-1994. He submitted that the Workman was appointed on probation w.e.f. 01-04-1994 in the pay scale of Rs. 950-20-1150-EB-25-1600. He submitted that the service records of the workman is honest and unblemished. He submitted that on recommendation of fifth pay commission, the pay scale of the workman was fixed in the scale of Rs. 3050-75-3950-80-4590 and his basic pay was fixed at Rs. 3350/-. He submitted that on recommendation

of Departmental Promotional Committee, the workman was granted the Time Bound Promotional Scale (TBPS) of Rs. 4000-100-6000 and was designated as 'Driver' (TBPS). He submitted that the pay of the workman was refixed by pay fixation order of the Employer dated 10-06-2013 to be implemented from 01-01-2006 and his revised pay was Rs. 5200-20200+Rs. 1900/- as grade pay. He submitted that the revised emoluments of the workman as on 01-07-2006 was Rs. 7630/- and grade pay of Rs. 1900/-. He submitted that the Workman had completed 12 years of service on 01-09-2006 and therefore he was given the scale of Rs. 7630/- and grade pay of Rs. 2400/-. He submitted that at the relevant period the Workman was paid in the pay scale and therefore there was anomaly in the implementation of the grade pay. He submitted that the workman was entitled for the revised emoluments after pay fixation in the pay scale of Rs. 7350/- and grade pay of Rs. 1900/- from 01-01-2006. He submitted that the fixation of pay band was not in conformity of the years of service and the workman was entitled for higher grade pay. He submitted that there was making difference of Rs. 2903/- from 01-09-2006 till 01-07-2007 to the salary paid to the workman. He submitted that as on 01-07-2008, 01-07-2009, 01-07-2010, 01-07-2011, 01-07-2012 and on 01-07-2013, there was a difference in the salary paid to him of Rs. 3133/-, Rs. 3373/-, Rs. 3623/-, Rs. 3883/-, Rs. 4053/- and Rs. 7347/- respectively. He therefore prayed that the aforesaid anomaly in the pay fixation of the workman has been a loss to him and therefore, directed the Employer to pay to him the difference from the date of anomaly with consequential benefits attached to the pay scale.

8. Per contra, Ld. Adv. Shri P. Agarwal, representing the Employer during the course of his oral arguments submitted that the workman was appointed as 'Heavy Vehicle Driver' on daily wages w.e.f. 01-04-1993 and the said appointment was further extended from time to time till 30-02-1994. He submitted that the Workman was appointed on probation w.e.f. 01-04-1994 in the pay scale of Rs. 950-20-1150-EB-25-1600. He submitted that on recommendation of fifth pay commission, the pay scale of the workman was fixed in the scale of Rs. 3050-75-3950-80-4590 and his basic pay was fixed at Rs. 3350/-. He submitted that on recommendation of Departmental Promotional Committee, the workman was granted the Time Bound Promotional Scale (TBPS) of Rs. 4000-100-6000 and was designated as 'Driver' (TBPS). He submitted that the pay of the workman was refixed by pay fixation order of the Employer dated

10-06-2013 to be implemented from 01-01-2006 and his revised pay was Rs. 5200-20200+Rs. 1900/- as grade pay. He submitted that a memorandum of settlement (MOS) u/s 12 (3) r/w Section 18 (3) of the I.D. Act, 1947 was signed on 30-04-2010 with the management of the Employer with its employees union. He submitted that in pursuance to Clause 1 of the said MOS, the implementation of sixth central pay commission were agreed to be made effective from 01-01-2006 by the management. He submitted that the arrears arising out of the implementation of the revised pay scale under sixth central pay commission effective from 01-01-2006 till 31-03-2010 was agreed to be released in Clause 4 of the said MOS in phase manner. He submitted that in accordance with the OM dated 15-05-2012 which is also a part of the recommendation of sixth central pay commission, the Employer placed the proposal before its board seeking approval for applying the benefits of the said O.M. to the eligible workmen and the board approved the said proposal vide resolution No. 82/12 on 28-12-2012. He submitted that pursuant to the MOS, the workman was served with a provisional statement of his pay fixation dated 31-05-2010 with the opportunity for his confirmation and thereafter vide order dated 08-10-2010, the said pay fixation was confirmed and the monthly salaries of the workman was released in accordance with the said order. He submitted that as per resolution No. 82/12 of the Employer, they had re-fixed the pay fixation of the workman vide order dated 10-06-2013 and there is no anomaly in the pay fixation of whatsoever nature of the workman. He submitted that the workman has already availed the arrears as per the said MOS and has suppressed the said fact from this Labour Court. He therefore submitted that the reference be answered in the negative.

I have carefully perused the entire records of the present case. I have also carefully considered the legal submissions advanced by the Ld. Advocates appearing for both the parties and is of the opinion as under.

9. Issue No. 1:

The burden was cast on the Workman to prove the issue No. 1. To prove his case, the Workman examined himself and produced on record certain documents in support of his oral evidence.

The evidence on record indicates that the Workman was appointed as 'Heavy Vehicle Driver' by the Employer on daily wages w.e.f. 01-04-1993. The Workman was appointed on probation w.e.f. 01-04-1994 in the pay scale of Rs. 950-20-1150-EB-25-1600. On recommendation of the fifth pay

commission, the pay scale of the workman was fixed at Rs. 3050-75-3950-80-4590 and his basic pay was fixed at Rs. 3350/-.

10. KTC Drivers and Allied Employees Association affiliated to AITUC representing the workmen employed by the Employer had raised dispute demanding that their pay and allowances to be decided and paid on the basis of recommendations of the sixth pay commission as amended and applied to the employees of Government of Goa. During the course of conciliation proceedings, the management of the Employer and its employees union amicably arrived at a settlement and signed a Memorandum of Settlement (MOS) with its workmen on 30-04-2010 u/s 12 (3) r/w 18 (3) of the I.D. Act, 1947. In pursuance to the said MOS, the implementation of sixth central pay commission were agreed to be made from 01-01-2006 and the arrears arising out of implementation of the revised pay scales under sixth pay commission effective from 01-01-2006 till 31-03-2010 was agreed to be released under Clause 4 of the said MOS in phase manner. The Board of Employer approved the proposal of applying the benefits of the O.M. No. 8/7/2008-Fin (R&C) dated 15-05-2012, which was a part of the recommendation of sixth central pay commission to its eligible workmen, vide resolution No. 82/12 on 28-12-2012. Pursuant to the aforesaid MOS, the workman was served with the provisional statement of his pay fixation dated 31-05-2010 with an opportunity for his confirmation and thereafter vide order dated 08-10-2010, the said order was confirmed and the monthly salaries of the workman was released in accordance with the said order. As per the resolution No. 82/12, the Employer re-fixed the pay fixation of the workman vide order dated 10-06-2013.

11. The provisional statement of pay fixation order dated 31-05-2010 (Exb. 21), issued to the workman indicates that consequent upon the adoption of sixth pay scale of central service by the Government of Goa and as extended to the employees of the Employer, the pay scale of the workman was shown as Rs. 5200-20200+1900 and the pay of the workman in the revised pay band was fixed at Rs. 7210/- plus Rs. 1900/- as grade pay as on 01-01-2006. The workman was issued another pay fixation order dated 10-06-2013 in pursuance to the resolution No. 82/12 in accordance with the O.M. dated 15-05-2012 and his pay was re-fixed to Rs. 5200-20200+Rs. 1900/-. His revised emoluments after pay fixation was Rs. 7350/- plus grade pay of Rs. 1900/- as on 01-01-2006. The said pay fixation order at Exb. 11 indicates that the date of increment of the workman was shown as 01-07-2006 and his

pay in the pay band/scale was Rs. 7630/- plus Rs. 1900/- as grade pay. The said pay fixation order at Exb. 11 clearly indicates that the Workman was given Time Bound Promotional Scale after completion of 12 years of service and his pay was fixed in the pay band of Rs. 7630/- plus Rs. 2400/- (TBPS) grade pay. The said pay fixation order clearly indicates the date of annual increment of the workman in the every succeeding month of July. The said pay fixation order which is at Exb. 11 is in accordance with the Annexure 'A' of the MOS at Exb. 20. The said pay fixation order at Exb. 11 is just, fair and proper and there is no anomaly in the pay fixation order issued by the Employer to the workman.

12. The evidence on record further indicates that the workman have admitted that the Employer has paid to him the arrears after calculating in terms of the said MOS. The Workman, in his cross-examination, admitted that he was given increment in the month of July, 2006 after 15 months in pursuance to the document at Exb. 29-cross and Exb. 30-cross. Factually, there is nothing on record to show that similarly placed workman were granted the scale at higher scale than him which resulted in disparity of the scale of the workman. Thus, I do not find any anomaly in pay fixation order of the workman, thereby depriving him the monetary benefits w.e.f. 01-07-2007. Hence, it is held that the workman failed to prove that he was deprived of the monetary benefits w.e.f. 01-07-2007 on account of anomaly in his pay fixation. The issue No. 1 is therefore answered in the negative.

13. Issue No. 2:

While deciding the issue No. 1, I have discussed and come to the conclusion that the workman failed to prove that he was deprived of the monetary benefits w.e.f. 01-07-2007 on account of anomaly in his pay fixation. The workman is therefore not entitled to any relief.

In view of the above discussion and with regards to the facts and circumstances of the case, I pass the following order:

ORDER

1. It is held that the reference made in terms of "whether the demand of the Kadamba Kamgar Union placed before M/s. Kadamba Transport Corporation Limited, Porvorim, Goa, pertaining to anomaly in pay fixation of Shri Jesus A. Luis, Heavy Vehicle Driver, thereby depriving him the monetary benefits with effect from 01-07-2007, is legal and justified", does not survive.

2. There is no anomaly in the pay fixation of the Workman, Shri Jesus A. Luis, thereby depriving him monetary benefits w.e.f. 01-07-2007.
3. It is further held that the Workman, Shri Jesus A. Luis, is not entitled to any relief.
4. No order as to costs.

Inform the Government accordingly.

Sd/-
(Suresh N. Narulkar)
Presiding Officer,
Labour Court-II.

Department of Law & Judiciary

Law (Establishment) Division

Order

No. 1/7/2014-LD(Estt.)/1758

Government of Goa is pleased to accept the resignation tendered by the following Additional Government Advocate to appear and defend the interest of the Government in the matters before High Court of Bombay at Goa, Panaji, National Green Tribunal, New Delhi, National Green Tribunal, Pune and Mahadayi matters with immediate effect.

Sr. No.	Name of Advocate	Designation
1	2	3
1.	Adv. Rajesh Shivolkar	Additional Government Advocate.
2.	Adv. Prachita R. Kalangutkar	Additional Government Advocate.
3.	Adv. Amirkusro Jamadar	Additional Government Advocate.

The above Advocates shall return all the briefs pending with them if any, to the Office of Ld. Advocate General, Altinho, Panaji under intimation to this Department.

By order and in the name of the Governor of Goa.

Amir Y. Parab, Under Secretary (Law-Estt.).

Porvorim, 19th September, 2019.

Order

No. 1/7/2014-LD(Estt.)/1759

Government of Goa is pleased to accept the resignation tendered by the following Additional

Government Advocates to appear and defend the interest of the Government in the matters before High Court of Judicature at Bombay, Panaji Bench, Goa with immediate effect.

Sr. No.	Name of Advocate	Designation
1	2	3
1.	Adv. Purna Bhandari	Additional Government Advocate.
2.	Adv. Amogh Prabhudessai	Additional Government Advocate.
3.	Adv. Prachi P. Sawant	Additional Government Advocate.

The above Advocates shall return all the briefs pending with them if any, to the Office of Ld. Advocate General, Altinho, Panaji under intimation to this Department.

By order and in the name of the Governor of Goa.

Amir Y. Parab, Under Secretary (Law-Estt.).

Porvorim, 19th September, 2019.

Order

No. 1/7/2014-LD(Estt.)/1760

Government of Goa is pleased to accept the resignation tendered by Adv. Pradosh Dangui as Government Advocate to appear and defend the interest of the State Government in the matters before High Court of Bombay at Goa, National Green Tribunal, New Delhi and National Green Tribunal, Pune with immediate effect.

Adv. Pradosh Dangui shall return all the briefs pending with him if any, to the Office of Ld. Advocate General, Altinho, Panaji under intimation to this Department.

By order and in the name of the Governor of Goa.

Amir Y. Parab, Under Secretary (Law-Estt.).

Porvorim, 19th September, 2019.

Department of Personnel

Order

No. 13/24/2016/PER/2620

Governor of Goa is pleased to grant extension in service to Dr. Jose O. A. D'Sa, Dy. Director (Public Health) holding the charge of Director of Health Services, Directorate of Health Services; beyond

the date of his superannuation for a period of one year w.e.f. 01-10-2019 to 30-09-2020 in public interest. The said extension in service is subject to vigilance clearance, concurrence of Finance Department and approval of Council of Ministers.

The extension is further subject to termination without assigning any reasons at any time during the period of extension.

By order and in the name of the Governor of Goa.

Maya Pednekar, Under Secretary (Personnel-II).

Porvorim, 30th September, 2019.

Department of Public Health

Order

No. 5/13/2019-IV/PHD/1492

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/11/14(7)/2014/877 dated 29-08-2019, Government is pleased to promote Dr. Ritam S. Naik Tari, Lecturer to the post of Assistant Professor in Department of Periodontics under Goa Dental College & Hospital, on regular basis in Level 11 of Pay Matrix of the 7th Pay Commission (pre-revised PB-3 Rs. 15,600-39,100+Grade Pay Rs. 6,600/-) and other allowance to be fixed as per rules with immediate effect.

The promotion is made against the vacancy occurred due to creation of post vide Order No. 4/1/2018-IV/PHD/4937 dated 25-01-2019.

By order and in the name of the Governor of Goa.

Trupti B. Manerkar, Under Secretary (Health-I).

Porvorim, 23rd September, 2019.

Department of Revenue

Order

No. 26/07/03/2019-RD I/2759

On recommendation of the Departmental Promotion Committee conveyed by the Goa Public Service Commission, vide its letter No. COM/II/11/29(1)/2019/190 dated 10-09-2019, Government is pleased to promote the following Supervisors in the Directorate of Settlement and Land Records to the post of Inspector of Surveys and Land Records (Group "B" Gazetted) on regular basis in the Pay

Scale of ₹ 9,300-34,800+Grade Pay of ₹ 4,200/- (Level 6 of the 7th Pay Commission), with immediate effect:

1. Smt. Smita J. Gaonkar.
2. Shri Chetan C. Jadhav.
3. Shri Sandeep B. Chodankar.

The above officers shall be on probation for a period of 02 (two) years from the date of his/her joining the promotional post.

They shall also exercise option for pay fixation within a period of one month from the date of issue of this order, in terms of F.R. 22(I)(a)(1).

By order and in the name of the Governor of Goa.

Sudin A. Natu, Under Secretary (Revenue-I).
Porvorim, 23rd September, 2019.

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Department of Sports & Youth Affairs
Directorate of Sports & Youth Affairs

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Order

No. 66/36th NG/ADM/DSYA/2018/1675

In supersession of the earlier Orders No. DSYA/Order/2014/3968 dated 09-01-2015 and No. SAG-3/ADM-CO/36th/Nat Games/2014/1473 dated 26-07-2018, the Government of Goa is pleased to reconstitute the Empowered Steering Committee of the 36th National Games to be held in Goa to review all the administrative and financial works, as well as grant sanction for the appointment of the required manpower for National Games Secretariat. The Empowered Steering Committee will work under the guidance of Organizing Committee. The Committee shall have the powers to approve and grant the expenditure/financial proposal/sanction, upto Rs. 3 crores. These proposals shall be approved subject to the concurrence of the Finance FA and Finance Department/Hon'ble Chief Minister. The Committee will meet on regular basis. The Composition of the Committee shall be as follows:

Sr. No.	Name	Designation
1	2	3
1.	Hon'ble Sports Minister	— Chairman.
2.	Chief Secretary	— Member.
3.	Secretary (Finance)	— Member.
4.	Secretary (Sports) & Chief Executive Officer, NGOC	— Member.

1	2	3
5.	Executive Director (Sports Authority of Goa) & Jt. Chief Executive Officer, NGOC	— Member Secretary.
6.	Additional Secretary (Personnel)	— Member.
7.	Additional Secretary (Finance-Expenditure)	— Member.
8.	Director (Sports & Youth Affairs)	— Member.
9.	Chief Engineer (Sports Authority of Goa)	— Member.
10.	Secretary General (Goa Olympic Association)	— Member.

This issues with the concurrence of the Finance Department vide FMS No. 1400056074 dated 08-06-2019.

By order and in the name of the Governor of Goa.

Shashank Mani Tripathi, IAS, Director & ex officio Jt. Secretary (Sports & Youth Affairs).

Panaji, 23rd September, 2019.

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Order

No. 66/36th NG/ADM/DSYA/2018/1676

In supersession of the earlier Order No. SAG-03/ADM-CO/36th/Nat Games/2014/1472 dated 26-07-2018, the Government of Goa is pleased to constitute an Executive Management Committee for the 36th National Games Goa, to monitor the overall works of the Games Secretariat. The Executive Management Committee will meet on regular basis and review the progress of the projects, both infrastructure, as well as the Games conduct. The Committee shall have the powers to approve and grant expenditure sanction for proposal upto Rs. 1.00 crore subject to the concurrence of Finance FA and Finance Secretary. The Composition of the Committee shall be as follows:

Sr. No.	Name	Designation
1	2	3
1.	Chief Secretary	— Chairman.
2.	Secretary (Finance)	— Member.
3.	Secretary (Sports) & Chief Executive Officer, NGOC	— Member.
4.	Executive Director (Sports Authority of Goa) & Jt. Chief Executive Officer, NGOC	— Member Secretary.

1	2	3
5. Additional Secretary (Personnel) — Member.		
6. All the Functional Area Heads — Member. (as shown overleaf)		

The above Committee shall come into force with immediate effect.

This issues with the concurrence of the Finance Department vide FMS No. 1400056074 dated 08-06-2019.

By order and in the name of the Governor of Goa.

Shashank Mani Tripathi, IAS, Director & ex officio Jt. Secretary (Sports & Youth Affairs).

Panaji, 23rd September, 2019.

Order

No. 66/36th NG/ADM/DSYA/2018/1686

In supersession of the earlier Orders No. DSYA/Order/2014/3520 dated 04-12-2014 and SAG-03/ADM-CO/36th/Nat Games/2014/1474 dated 26-07-2018, the Government of Goa is pleased to re-constitute the Organizing Committee of the 36th National Games Goa to decide on all the policy matters regarding the Games. The Organizing Committee will be the apex body and will also have all the administrative and policy making powers regarding the conduct of the 36th National Games in Goa. The Composition of the Committee is as follows:

Sr. No.	Name	Designation
1	2	3
1. Hon'ble Chief Minister		— Chairman.
2. Hon'ble President, Goa Olympic Association		— Vice-Chairman.
3. Hon'ble Dy. Chief Minister/ /Hon'ble Sports Minister		— Vice-Chairman.
4. Chief Secretary		— Member.
5. Director General of Police		— Member.
6. Secretary (Finance)		— Member.
7. Secretary (Power)		— Member.
8. Secretary (PWD)		— Member.
9. Secretary (Health)		— Member.
10. Secretary (Sports) & Chief Executive Officer, NGOC		— Member Secretary.
11. Secretary (Education)		— Member.

1	2	3
12. Secretary (Tourism)		— Member.
13. Secretary (Information Technology)		— Member.
14. Secretary (Transport)		— Member.
15. Director (Tourism)		— Member.
16. Principal Chief Engineer (Public Works Department)		— Member.
17. Chief Engineer (Electricity Department)		— Member.
18. SIO (National Informatics Centre)		— Member.
19. Executive Director (Sports Authority of Goa) & Jt. Chief Executive Officer, NGOC		— Member.
20. Director (Transport)		— Member.
21. Additional Secretary (Personnel)		— Member.
22. Additional Secretary (Finance Expenditure)		— Member.
23. Additional Secretary (Protocol)		— Member.
24. Director (Sports & Youth Affairs)		— Member.
25. MD (Goa Tourism Development Corporation Ltd.)		— Member.
26. Director (Health)		— Member.
27. Director (Information Technology)		— Member.
28. CEO, Entertainment Society of Goa		— Member.
29. Dean (Goa Medical College)		— Member.
30. Chief Engineer (Sports Authority of Goa)		— Member.
31. Secretary General (Goa Olympic Association)		— Member.
32. Representative of Indian Olympic Association		— Member.

By order and in the name of the Governor of Goa.

Shashank Mani Tripathi, IAS, Director & ex officio Jt. Secretary (Sports & Youth Affairs).

Panaji, 23rd September, 2019.

Department of Tourism

Order

No. 4/2(181)e-tenderGITM file 2019-DT/2150

The Government of Goa is pleased to constitute following committees comprising of the below mentioned officials for the smooth management and organization of the Goa International Travel Mart 2019 to be held from 23rd to 25th October, 2019:

Sr. No.	List of Committees	Members
1	2	3
1.	Organizing Committee	1. Secretary Tourism—Chairman. 2. Dy. Director, Tourism (Inf.)—Member. 3. Shri D. B. Sawant, G. M. (Fin.)—Member. 4. Smt. Ninfa D'Silva, Dy. G. M. (Travel)—Member. 5. Shri Savio Messias, TTAG—Member.
2.	Managing Committee	1. Director Tourism—Chairman. 2. Shri Ganesh Teli, Asstt. Director, Tourism—Member. 3. Shri D. B. Sawant, G. M. (Fin.)—Member. 4. Smt. Thelma Moses, Dy. G. M. (Hotels)—Member. 5. Shri Nilesh Shah, TTAG—Member.
3.	Accommodation Committee	1. MD, GTDC—Chairman. 2. Shri Dhiraj Wagle, Asstt. Director, Tourism (S)—Member. 3. Smt. Ninfa D'Silva, Dy. G. M. (Travel)—Member. 4. Shri Anil Dalal, Asstt. Manager—Member. 5. Shri Jack Sukhija, TTAG—Member.
4.	Programme Committee	1. Director Tourism—Chairman. 2. Shri Premraj Shiroadkar, Dy. Director, Tourism (A)—Member. 3. Shri Deepak Narvekar, Sr. Manager (Mktg. & PRO)—Member. 4. Shri Prasad Kavlekar, Manager, Mktg.—Member. 5. Shri Guitry Velho, TTAG—Member.
5.	Transport Committee	1. Dy. Director, Tourism (Inf.)—Chairman. 2. Shri Gajanan Mahale, ATO(R)—Member. 3. Shri Bernard Araujo, Dy. G. M. (Travel)—Member. 4. Shri Sandeep Gawas, Sr. Manager (Tour & Transport)—Member. 5. Shri Ernest Dias, TTAG—Member.
6.	Marketing Committee	1. MD, GTDC—Chairman. 2. Shri Jayesh Kankonkar, ATO(I)—Member. 3. Shri Deepak Narvekar, Sr. Manager (Mktg. & PRO)—Member. 4. Shri Pravin Faldesai, Manager, Marketing—Member. 5. Shri Atish Fernandes, TTAG—Member.
7.	GITM 2019 Secretariat	1. Hon'ble Dy. Chief Minister (Tourism Minister)—Chairman. 2. Director, Tourism—Member. 3. Shri Laximkant Vaigankar, G. M. (Admin.)—Member. 4. Shri Sandeep Gawas, Sr. Manager (Tour & Transport)—Member. 5. Shri Tito Proenca, TTAG—Member.
8.	FAM Trip Organizational Committee	1. Dy. Director, Tourism (Inf.)—Chairman. 2. Shri Subash Kavlekar, Asstt. Director, Tourism (P)—Member. 3. Smt. Noelyn Santos, Sr. Manager—Member. 4. Shri Yogesh Naik, Manager, Mktg.—Member. 5. Shri Akash Madgavkar, TTAG—Member.

The above committees shall stand automatically dissolved once the committee report after the completion of the event and no issue are pending of reporting from the committee.

This issues with the approval of Hon'ble Minister for Tourism, Government of Goa.

Sanjiv Gadkar, Director (Tourism).

Panaji, 27th September, 2019.

Department of Town and Country Planning

Notification

No. 28/11/TCP/2019/2574

In exercise of the powers conferred by sub-sections (1) and (3) of Section 20 of the Goa, Daman and Diu Town and Country Planning Act, 1974 (Act 21 of 1975), read with Rule 3 of the Goa, Daman and Diu Town and Country Planning (Planning and Development Authorities) Rules, 1977 and in supersession of the Government Notification No. 4-5-2-84-UDD/TCP/2012-17/1701 dated 08-06-2017, published in the Official Gazette, Series II No. 11 dated 15-06-2017, the Government of Goa hereby reconstitutes in respect of the Margao Planning Area and Ponda Planning Area, both declared as such vide the Government Notification No. 4-5-2-84-UDD(Part)/05/2737 dated 27-9-2005, published in the Official Gazette, Extraordinary No. 3, Series I No. 25 dated 27-09-2005 read with the Government Notification No. 4-5-2-84-UDD (Part)/TCP/2011/4368 dated 20-10-2011, published in the Official Gazette, Extraordinary, Series III No. 29 dated 20-10-2011, Notification No. 4-5-2-84-UDD(Part)/TCP/2011/4504 dated 3-11-2011, published in the Official Gazette, Series III No. 32 dated 10-11-2011 and Notification No. 4-5-2-84-UDD(Part)/TCP/2012/1616 dated 11-05-2012, published in the Official Gazette, Series III No. 7 dated 17-05-2012, an authority to be called the South Goa Planning and Development Authority consisting of the following members, namely:-

1. Shri Wilfred Dsa, Hon'ble MLA — Chairman.
of Nuvem Assembly
Constituency
2. Shri Digambar Kamat, Hon'ble — Member.
MLA, Margao Assembly
Constituency
3. Shri Vijay Sardesai, Hon'ble — Member.
MLA, Fatorda Assembly
Constituency
4. Shri Ravi Naik, Hon'ble MLA, — Member.
Ponda Assembly Constituency
5. Shri Venkatesh Naik, Chairperson — Member.
of Ponda Municipal Council

6. Shri Vishwanath Dalvi, Councilor — Member.
of Ponda Municipal Council
7. Shri Rupesh Mahatme, — Member.
Councilor of Margao Municipal
Council
8. Shri Ketan Kurtarkar, Councilor — Member.
of Margao Municipal Council
9. Shri Subodh Govekar, Sirvodem, — Member.
Margao-Goa
10. Shri Sandeep Khandeparkar, — Member.
Khadpabandh, Ponda-Goa
11. Shri Remejio Fernandes, — Member.
Senaulim, Verna, Salcete-Goa
12. Shri Peter D'Costa, Loutolim, — Member.
Salcete-Goa
13. Shri Dayesh Naik, Chairperson — Member.
of Quepem Municipal Council,
Quepem-Goa
14. Town Planning Officer — Member
Secretary.

This Notification shall come into force on the date of its publication in the Official Gazette.

By order and in the name of the Governor of Goa.

Rajesh J. Naik, Chief Town Planner & ex officio Joint Secretary (Planning).

Panaji, 1st October, 2019.

Department of Urban Development Directorate of Municipal Administration

Notification

No. 10/671/2015-DMA/2010

The Ministry of Housing & Urban Affairs, Government of India, has launched the flagship programme of Atal Mission for Rejuvenation and Urban Transformation (AMRUT) which focuses on improvement in service delivery, mobilization of resources and making municipal functioning more transparent and functionaries more accountable, and lead to timely completion of projects.

The Government has constituted State Level Technical Committee (SLTC) for Atal Mission for Rejuvenation and Urban Transformation (AMRUT) vide Notification No. 1/318/UDA/SC/M/o.(UD)/2014-15/2222 dated 24th November, 2015 and Notification No. 10/671/2015-DMA/451 dated 17th May, 2019. The Government of Goa hereby re-constitutes the State Level Technical Committee (SLTC) for Atal Mission for Rejuvenation and Urban Transformation (AMRUT) as under:

Sr. No.	Designation	SLTC Designation
1	2	3
1.	Secretary (UD)	— Chairman.
2.	The Chief Engineer, Water Resources Department	— Member.
3.	The Director, Land Records & Settlement	— Member.
4.	The Chief Town Planner, Town & Country Planning Department	— Member.
5.	The Managing Director, Goa Rehabilitation Board	— Member.
6.	The Chief Electrical Engineer, Electricity Department	— Member.
7.	Representatives of CPHEEO, MoHUA	— Member.
8.	The Additional Secretary Finance, Finance Department	— Member.
9.	Mission Director, AMRUT	— Member.
10.	The Director, Department of Urban Development	— Member.
11.	The Managing Director, Kadamba Transport Corporation Limited-For transport projects	— Member.
12.	The Chief Engineer-I, Public Works Department	— Member Secretary.

The key responsibilities of the State Level Technical Committee (SLTC) for (AMRUT) are given below:

- i. Approve the technical parameters such as scope, objective and final deliverables of the project, Internal Bench Mark (IBM)/deciding basic parameters/approval of bid documents/evaluation criteria and payment schedule. For this purpose, the SLTC shall take into consideration manuals, guidelines and advisories issued by MoUHA in the relevant sector and ensure compliance in the DPR.
- ii. Incorporate resilience and secure projects against disasters and ensure that disaster-secure engineering and structural norms are included in the design.
- iii. While giving technical sanction, the SLTC will make sure that contingencies or cost escalation are not included in the estimates and all technical and financial norms of the JNNURM are followed in estimate preparation, technical sanction of projects, tender acceptance, extension etc.
- iv. While giving technical sanctions, the SLTC shall also examine the Internal Rate of Return (IRR) both FIRR and EIRR, and Recurring Cost of Capital Expenditure (RCCE).
- v. Approve the tenders.
- vi. Take corrective action on the reports of IRMA and other quality control reports.
- vii. Analyse the Projects Funds Request Report and take corrective action to ensure timely completion of projects without any escalation in cost.
- viii. Appoint PDMCs.

This is issued in supersession of earlier Notifications issued in this regard.

By order and in the name of the Governor of Goa.

Dr. Tariq Thomas, IAS, Director & ex officio Addl. Secretary (Municipal Administration/Urban Development).

Panaji, 27th September, 2019.

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Published and Printed by the Director, Printing & Stationery,
Government Printing Press,
Mahatma Gandhi Road, Panaji-Goa 403 001.

PRICE—Rs. 30.00

PRINTED AT THE GOVERNMENT PRINTING PRESS, PANAJI-GOA—226/160-10/2019.